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Fisher & Hunter, LLC
444 East Tabernacle, Building B, Suite 201
St. George, UT 84770

**DISTRICT DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS,
AND BYLAWS FOR
PECAN VALLEY PHASE 3,
(a part of Pecan Valley Resort)**

This District Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Pecan Valley Phase 3 (the "District Declaration") is made and executed by Pecan Valley Holdings, LLC, a Utah limited liability company, (the "District Declarant") and Artisan Tile, LLC, a Utah limited liability company, d/b/a Artisan Homes, (the "Developer") on this 8th day of March 2021. This Declaration affects every portion of Pecan Valley Phase 3, as further identified by legal description set forth in Exhibit "A" and other phases as may be annexed in the future.

RECITALS

A. This District Declaration affects that certain real property located in Hurricane City in Washington County, Utah described with particularity in Article II below (hereinafter referred to as the "District Property").

B. The District Property is an area of real property described in Exhibit A;

C. The District Property is subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pecan Valley Resort at Hurricane City recorded in the official records of the County Recorder of Washington County, Utah on March 11, 2021 as Entry No. 20210017451 (the "Master Declaration").

D. By subjecting the District Property to this District Declaration and the Master Declaration, it is the desire, intent and purpose of District Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this District Declaration, and which will increase and preserve the utility, attractiveness, quality and value of the District Lands and improvements therein.

E. District Declarant is the owner of the District Property and will be the owner of future annexed property in Pecan Valley Resort.

F. The Developer has constructed or is in the process of constructing upon the District Property a planned residential development which shall include certain District Lots, including the right to use and easement of enjoyment of the Pecan Valley Resort, subject to Master Declaration. The construction will be completed in accordance with the plans contained in the District Final Plat to be recorded concurrently herewith, Master Declaration, this District Declaration and the District Final Plat for this District Property.

G. District Declarant intends to sell to various purchasers the fee title to the individual single-family homes contained in the District Property, together with an appurtenant undivided ownership interest in the Resort Common Areas and Facilities, subject to this District Declaration and the Master Declaration.

H. District Declarant desires, by filing this District Declaration and District Final Plat, to submit the District Property and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein and the Master Declaration.

I. The Project is to be known as "Pecan Valley Phase 3."

J. Since the completion of the development of the District Property may be in phases, the completed project will consist of the original phase and all subsequent phases.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below and the Master Declaration, District Declarant hereby makes the following declarations.

ARTICLE I DEFINITIONS

It is expressly agreed that this District Declaration is an appendage to the Master Declaration, and all of the definitions set forth in Article I thereof which by this reference are made a part hereof and are to apply to this District Declaration as though they were expressly rewritten, incorporated and included herein. In addition, the following terms shall have the following meanings:

1.1 The term District shall mean and refer to Pecan Valley Phase 3 as it may be expanded from time to time. This project is not a cooperative.

1.2 The term District Association shall mean and refer to the association of District Lot Owners acting or taken as a group in accordance with this District Declaration, which shall be known as the Pecan Valley Phase 3 Homeowners Association.

1.4 The term District Board of Directors shall mean and refer to the governing board of the District Association.

1.5 The term District Bylaws shall mean and refer to the administrative code of rules for the administration of the District Association, as amended from time to time. A copy is attached as Exhibit "B".

1.6 The term District Declaration shall mean and refer to this District Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, and Bylaws for Pecan Valley Phase 3 at Pecan Valley Resort.

1.7 The term District Declarant shall mean and include Pecan Valley Holdings, LLC and any person or persons who might acquire title from Pecan Valley Holdings, LLC to all or some of the unsold District Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure which is also accompanied by a notice of succession or assignment of Declarant's rights, provided however that a notice or assignment is not required when transferred through foreclosure or deed in lieu of foreclosure; or, in the situation where any person purchases all or some of the remaining District Lots in a sale in the nature of a bulk sale. The person acquiring any of such District Property from the District Declarant shall be considered a

District Declarant with respect to that portion of the District Property so acquired and shall have the right to develop the District Property and/or sell such District Property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current District Declarant and by its successor in interest as the new District Declarant. The Developer assigns all its rights, powers and privileges as the one executing this District Declaration and submitting it for recording to the District Declarant and as the declarant.

1.8 The term District Declarant's Period of Control shall mean and refer to that period of administrative control which is the period of time until such date as District Declarant relinquishes in writing its rights which may be exercised during the Declarant Control Period, at District Declarant's sole option and discretion.

1.9 The term Fine or Penalty shall mean and refer to an assessment against a District Lot Owner or a District Lot for failure to perform an obligation under the District Documents or because the District Lot Owner has violated a provision of the Rules and Regulation promulgated by the District Board.

1.10 The term District Developmental Rights shall mean and refer to the right granted hereunder to the District Declarant, its agents, representatives, employees, successors and assigns to develop and improve the District Property.

1.11 The term District Eligible Votes shall mean and refer to those votes available to be cast on any issue before the District Lot Owners. A vote which is for any reason suspended shall not be considered an "eligible vote".

1.12 The term District Final Plat shall mean and refer to the recorded District Final Plat or Plats for Pecan Valley Phase 3 at Pecan Valley Resort on file in the Office of the County Recorder.

1.13 The term District Governing Documents shall mean and refer to the Master Declaration, District Declaration, District Bylaws, District Articles of Incorporation, and the District Rules and Regulations.

1.14 The term District Guest shall mean and refer to a District Guest, visitor, or invitee of a District Lot Owner.

1.15 The term District Land shall mean and refer to the District Property.

1.16 The term District Lender shall mean and refer to a District Mortgagee.

1.17 The term District Lot or Lot shall mean and refer to a District Lot which is a building pad as shown on the District Final Plat. Each District Lot shall be assigned a separate parcel number or tax identification number by the appropriate governmental agency.

1.18 The term District Majority shall mean and refer to those eligible votes of District Lot Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

1.19 The term District Map shall mean and refer to the District Final Plat.

1.20 The term District Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a District Lot or any part thereof or interest therein is encumbered. A District First Mortgage is a District Mortgage having priority as to all other District Mortgages encumbering a District Lot, or any part thereof or interest therein.

1.21 The term District Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the District Association) under any Mortgage by which the interest of any District Lot Owner is encumbered, or any successor to the interest of such person under such District Mortgage. A District First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a District First Mortgage. Any and all District Mortgagee protections contained in the District Declaration shall also protect the District Declarant as the holder of a District First Mortgage of a District Lot or any interest therein.

1.22 The term District Lot Owner, District Owner, and Owner shall mean and refer to a Person who is the District Lot Owner of a fee or an undivided fee interest in a District Lot, excluding a District Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.23 The term District Property shall mean and refer to all of the District Land or real estate, improvements, and appurtenances comprising the District submitted to this Declaration, including the District Tract.

1.24 The term District Tract shall mean and refer to all of the District Land, District Property or real estate submitted to this District Declaration.

1.25 The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial, or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

1.26 The term Nightly Rentals shall mean and refer to any unit which has been rented to a third party by the owner of the unit for a period less than 30 days. The nightly rental of any unit is subject to the rules and regulations of the District Covenants and by the Ordinances of Hurricane City.

1.27 Voting Rights means the right of any District Lot Owner, including Declarant, to cast votes for the purpose of taking certain actions under this Declaration. The formula to be used for calculating votes of the Owners is as follows:

(a) An Owner shall be entitled to one (1) vote for each lot owned within the Property. When more than one person or entity owns any portion of a District Lot, the vote for such Owner shall be exercised as they among themselves collectively determine, but in no event shall more votes be cast with respect to any Owner than the number of votes such Owner would be entitled to cast with respect to ownership of a District Lot.

ARTICLE II **SUBMISSION**

The District Land, described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference, is hereby resubmitted to the District Declaration. The District Land is hereby again made subject to and shall be governed by the Master Declaration, this District Declaration, and the covenants, conditions and restrictions set forth herein.

2.1 District Declarant shall have the unilateral right to expand the property subject to these Covenants, Conditions & Restrictions, and any amendments thereto. Such expansion may be

accomplished by any means reasonably determined by District Declarant, including, but not limited to, recording a Supplemental Declaration or annexation amendment in the Office of the Recorder, describing the real property to be annexed and submitting it to the covenants, conditions and restrictions contained herein. Such expansion and any supplemental declaration or annexation amendment shall not require the consent of property owners. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. During the District Declarant's Period of Control, the District Declarant may prepare, execute, certify, and record amendments to this District Declaration on behalf of the Association. After the District Declarant's Period of Control, the District Board of Directors may prepare, execute, certify, and record amendments to this District Declaration on behalf of the Association.

2.2 The additional property which may be annexed and subjected to the District Declaration, as amended, all property identified in the preliminary plat for Pecan Valley Phase 3 at Pecan Valley Resort, and all future phases of Pecan Valley Phase 3. The Preliminary Plat may be altered from time to time during the development stages.

ARTICLE III
COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the Master Declaration and the following covenants, conditions, and restrictions. In the event of any conflict, incongruity or inconsistency between the provisions of the Master Declaration and the provisions of this District Declaration, the former shall in all respects govern and control:

3.1 **Description of Improvements.** The significant improvements contained in Pecan Valley Phase 3 at Pecan Valley Resort, will consist of certain privately owned residential District Lots and Dwelling Units and other improvements of a less significant nature. There will be single family residential homes. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the District Final Plat for the District Property. The improvements shall be constructed strictly in accordance with this Declaration and the Design Guidelines that District Declarant will develop and a copy of which will be available upon request from the ACC.

(a) **Public Utilities and Drainage Easements.** All private drives shown on the District Final Plat are subject to public utilities and drainage easements for the installation and maintenance of improvements and such easements shall be subject to the right of the City to require the District Association to assess its members to repair streets, District Landscaping, etc., where needed to repair or replace the public utilities.

3.2 **District Association.**

(a) **Corporate Status.** The District Association shall have a corporate status and shall register with the State of Utah. The District Board is hereby authorized to unilaterally re-file the articles of incorporation of the District Association if its status has been suspended or dissolved for any reason, and to adopt the prior District Bylaws without any additional approval required.

(b) **Membership in the District Association, Classes of Membership and Voting Allocations.** By virtue of his acceptance of a deed or other document of conveyance to a District Lot, each District Lot Owner shall be a member of a District Association. Membership in the District Association is mandatory and may not be partitioned from the ownership of a District Lot.

3.3 **Conveyancing.**

(a) All provisions of this District Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a District Lot. Neither the membership in the District Association, nor percentage of ownership interest in the Pecan Valley Resort Common Area and Facilities, nor the right of non-exclusive use of the Pecan Valley Resort shall be separated from the District Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the District Association and such right of exclusive use shall automatically accompany the transfer of the District Lot to which they relate.

3.4 District Board of Directors' Rights and Obligations.

(a) District Board of Directors. Subject to the rights of the Master District Association, the unique business, property and affairs of the District Association shall be managed by a District Board of Directors composed of one (1) to three (3) individuals. Until the termination of the District Declarant's Period of Control, the District Declarant alone shall be entitled to select the three (3) members of the District Board of Directors. In the event a seat on the District Board of Directors which was filled by District Declarant becomes vacant, District Declarant shall have the right to select a replacement member to sit on the District Board of Directors for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining District Board of Directors members shall elect a replacement as provided in the District Bylaws.

(b) Right and Privilege. The District Board of Directors may exercise any right or privilege given to it expressly by this District Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(c) Obligations. The District Board of Directors shall have the rights and obligations set forth in the District Bylaws.

(d) Rules and Regulations. The District Board of Directors may make Rules and Regulations governing the use of the District Property and the management of those Owners that engage in nightly rentals.

(e) Suspension of Rights. The District Board of Directors may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Rules and Regulation and District Governing Documents. Notice of non-compliance will be sent to an Owner at least ten (10) days prior to any meeting at which action may be taken by the Owners.

(f) Judicial Action. The District Board of Directors (or any Owner in the District) may take judicial action against any Owner to enforce compliance with the Rules and Regulations, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

(g) Exemption. Pursuant to UCA 57-8a-217, the District Declarant reserves the right to exempt the District Declarant from the association rules and the rulemaking procedures contained in the governing documents and in UCA 57-8a, and the District Declarant is exempt from said rules and procedures.

(h) Fines and Penalties/District Declarant Exemption. The District Board of Directors may assess fines or penalties as deemed appropriate by the District Board of Directors to compel compliance of an Owner to the Rules and Regulations or these conditions and restrictions. The District Declarant is not required to pay Fines or Penalties on District Lots owned by him until the property is sold or sixty (60) days after a final

certificate of occupancy is issued for a home constructed on a District Lot owned by District Declarant, whichever first occurs.

(i) Lien Rights. All sums assessed to any District Lot pursuant to this section, together with interest thereon as provided herein shall be secured by a lien on such District Lot in favor of the District Association. Such lien shall have such priorities as established by law.

(j) Right to Suspend Privilege to Use Recreational Amenities or Voting Rights, and Assignment of Rents. The District Board of Directors reserves the right to elect to (a) terminate utilities and the right to use amenities for non-payment of Fines and Penalties and/or (b) collect rents directly from a renter if the District Lot Owner who is renting the District Lot fails to pay any District Fine or Penalty for a period of more than 60 days after it is due and payable.

(k) Nightly Rental of Units to a third party by the owner of the Unit. Subject to the rules and regulations as adopted by the District Directors and subject to the ordinances of Hurricane City, the owners of any of the units within the development shall have the privilege to rent their units to a third party for a period of 1 to 30 days, in addition to longer term rentals in excess of 30 days. All Lot Owners shall utilize the services of a management company selected by the District Association. Lot Owners are not permitted to manage the nightly rentals personally or through another manager. The District Directors may exercise their rightful duties as outlined in the District bylaws to govern, regulate, monitor and revoke an owner's privilege to enter into third party nightly rentals.

3.5 Architectural Control Committee.

(a) The District Declarant shall appoint a three (3) member committee (hereinafter "ACC" or "Committee"), the function of which shall be to insure that all exteriors of Homes and landscaping of all Lots within the Property harmonize with other surroundings and structures within Pecan Valley Phase 3 and with this District Declaration. The Committee need not be composed of Owners; however, members must be appointed by Owners by election. Members shall be appointed for 2-year terms. To facilitate transition, in the initial appointment or election of an Owner-Committee, one member shall be appointed or elected for a one-year term. Thereafter, all terms shall be two-years.

(b) The District Declarant reserves the right, during the District Declarant's Period of Control, to appoint the ACC. If such election is made by the District Declarant, at any time during the District Declarant's Period of Control, the District Declarant's appointees shall perform the duties required of the Committee herein. Under such District Declarant-election, the District Declarant shall have the right to appoint members of the ACC until the voluntary yielding of such right by the District Declarant to the Owners. Thereafter, a majority of the Owners of Lots, shall appoint members of the ACC, which committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the Lots subject to this Declaration.

i. Submission to Committee: No Home, accessory, addition, or modification to the exterior of a Home, its landscaping, or other improvements of or to a District Lot shall be constructed, until 1) an ACC Request Form is submitted to the ACC and 2) said Form is accompanied by a complete set of plans, or to-scale drawings, and specifications pertaining to the intended work and 3) a written letter of approval has been issued by the ACC and delivered to the Owner. In the event of ACC-denial, no such intended work shall be undertaken by the Lot Owner.

ii. Meetings of Committee: The ACC shall meet from time to time as may be

necessary to perform its duties hereunder. Any action taken by the ACC shall require the written approval of a majority of its members.

- iii. **Standards:** In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on District Lots conform to the provisions hereof and harmonize with existing surroundings and structures with the Project. The ACC may formulate general guidelines and procedures pertaining to this Article. The adopted guidelines and procedures shall be incorporated as ACC Guidelines.
- iv. **Approval Procedure:** Any Request Form, including plans and specifications attached thereto, which is submitted to the ACC shall be approved or disapproved by the ACC, in writing, within thirty (30) days after the submission date of the Request Form. In the event the ACC fails to take appropriate action within such period, the Request shall be deemed to have been approved as submitted. All Request Form submittals shall include color samples, type samples and materials samples, as the case may apply.
- v. **Disclaimer of Liability:** Neither the ACC, nor any member thereof acting in good faith, shall be liable to the Owner for any damage, loss, or prejudice suffered or claimed on account of.
 - 1. The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications.
 - 2. The development or manner of development of any of the property, or
 - 3. Any engineering or other defect in approved plans and specifications.
- vi. **Non-Waiver:** The approval of the ACC of any Request, with its plans and specifications, for any work done or proposed on a District Lot/Home shall not constitute a waiver of any right of the ACC to disapprove any subsequently submitted similar Requests, including its plans and specifications.
- vii. **Exception for District Declarant:** The provisions of this Article III shall not apply to any improvement, construction, landscaping, or alteration which is carried out by District Declarant or District Declarant's assignee of this right on any District Lot.
- viii. **Violations:** Failure to obtain written approval of the ACC of any plans affecting the exterior of a Home or the District Lot itself shall be considered a violation of this Declaration and shall be subject to rule of law through civil action. Any failure on the part of an Owner to obtain ACC approval prior to start of construction improvements may result in the ACC seeking intervention on the part of the City with regard to permits that may or may not have been issued or through court intervention.
- ix. **Interior Home Improvements:** Interior improvements to a Home shall not be subject to ACC review, unless said improvements in any way require modification

to the exterior of a home; in such instances, interior improvements shall require prior written approval of the ACC of an Owner's Request Form submittal.

(c) **Building Restrictions.** Building Type: All District Lots shall be used for single-family residential purposes. No professional or commercial use shall be made of the same, nor any portion thereof. Nor shall any Owner's or resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

- i. The building or structure permitted to be placed and erected on any Lot within the Project shall be a detached single-family dwelling with not less than a two-car garage. Carports and other outdoor or partially enclosed parking facility shall not be permitted. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Hurricane. No detached garages or other outbuildings are permitted.
- ii. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of the law.

(a) **Building Setbacks:** All elements of the home including covered patios and porches shall be constructed and located within the building pads identified on the District Final Plat. The home and its particular elements shall not encroach upon another Lot.

(b) **Driveways:** Driveways of brick, cinders, sand, gravel, asphalt, or dirt shall not be allowed. There shall be sufficient driveway parking area as to allow the parking of not less than two (2) vehicles per Lot. Notwithstanding, provision for such does not serve to replace the intent that an Owner's or resident's vehicles shall be parked in the attached garage.

(c) **Walls, Fences, Separation Walls, Retaining Walls.** Prior written approval from the ACC is required before any walls, fencing, gates, courtyard walls and other barriers are constructed. All walls, including retaining walls, shall be of stucco or CMU block (concrete masonry unit) in a color approved by the ACC or District Declarant. The District Declarant shall not be required to construct a wall of any kind. All walls constructed within the Property shall be the sole responsibility of Lot Owners to CONSTRUCT, MAINTAIN AND REPAIR. The following provisions shall guide the construction and maintenance of all walls:

- i. **Required Wall Type.** Only stucco or masonry block walls, of a color and type as approved by the District Declarant or ACC shall be permitted on the Property. Vinyl, wood, and chain-link fencing shall not be permitted. Wrought iron or other metal fencing shall not be allowed, except as such is a part of a gating system, as approved by the ACC or District Declarant.
- ii. **Side Walls.** Sidewalls are allowed as permitted and approved by the ACC or District Declarant.
- iii. **Walls Over 6'.** Walls over six-feet (6') high, of any type, shall not be allowed, except as approved by the City and the ACC, and the Master Association as being necessary and reasonable due to unique topographical considerations of the Lot(s); approval by the City shall not constitute a demand for approval by the ACC.

- iv. **Completion Requirements.** Rear Walls and Perimeter Side Walls shall be completed prior to the issuance of a CO by the City. Side Walls, once construction has started, shall be completed within three (3) months from such start date.
- v. **Wall Returns.** Wall returns from a Perimeter Side-Wall to the exterior of the Home shall not be permitted except as allowed and approved by the ACC or District Declarant and must be masonry block or stucco, including, as appropriate, with provision for a gate(s). Gates shall be wrought-iron of color and style as approved by the ACC, and shall be a minimum of 4 feet.
- vi. **Wall Costs.** Adjoining Lot Owners shall equally share any and all costs associated with the construction of any wall between their adjoining lots. However, if adjoining Lot Owners are required to construct a retaining wall between their adjoining lots, the upper Lot Owner shall be responsible for the additional costs associated with the construction of any retaining wall between their adjoining lots.
- vii. **Condition of Walls.** No Owner shall paint, construct, any addition to, color, or otherwise decorate the Walls within the subdivision without ACC approval. Any Owner found in violation of this provision shall bear the entire cost of refurbishing and restoring the affected Wall to its original condition, consistent with other Walls in the Property.
- viii. **Wall Dispute.** In the event of any dispute arising in connection with a Separation Wall, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority vote of all of the arbitrators. The cost of arbitration shall be the sole responsibility of the 'disputing Owners' and none else.
- ix. **General Rule of Law.** Notwithstanding "viii." above, to the extent not inconsistent with the provisions of this Section, general rules of law regarding separation walls and liability for property damage thereof, due to negligence or willful acts or omissions, shall apply.
- x. **Satellite Dishes and other External Apparatuses, Antennas, Clotheslines:** No antennas or satellite dishes shall be allowed in Pecan Valley Phase 3 or allowed to be affixed to any rooftop except as approved in advance by the ACC. All satellite dish installations shall require advance approval by the ACC as to type, size, and installation location. All limitations shall conform to applicable law. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed on any Lot, unless the ACC finds such facilities to be adequately concealed so as not to be seen from any adjacent Lot.

(d) **Temporary and Other Structures and Out-Buildings:** No structure of a temporary nature, and no trailer, bus, house, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any of the Lots, it being the intent of the District Declarant, as herein described, that all dwellings and other buildings be erected on any given Lot, using only new materials. Any ACC approved out-buildings shall be constructed to appear similar to the Home.

(e) Landscaping: All landscaping, front side, and rear-yard, whether at the time of initial installation or a subsequent-to-occupancy installation or modification shall require approval of the ACC, following Owner's submittal of an ACC Request for Review Form.

- i. Landscape Requirements: Landscaping must comply with the requirements of Pecan Valley Resort. Front-yard landscaping shall consist of plants or lawn or a combination of both. Other front and side-yard landscaping may consist of additional lawn, trees, shrubs, and planting beds. Types of shrubs and trees shall be selected from a) an ACC Plant List Guide, if available, OR, b) from a list of landscaping plants as recommended by the Hurricane Parks Department, as being appropriate to survive and thrive the elements of the Hurricane area climate.
- ii. Landscape Installation: All landscaping, which includes front, side and rear, shall include a sprinkling system with an electronic clock for automatic operation. Front landscaping shall be completed not later than the date of obtaining a Certificate of Occupancy ("CO") or occupancy of the Home, whichever first occurs. Rear and side landscaping shall be completed within 12 months from the date the CO is issued. All landscaping shall be completed accordance to the Owner's plan for such, as reviewed and approved by the ACC. All landscaping schemes and designs, as installed, shall include an automatic watering system. Such systems shall be maintained in good working order, being repaired in a timely fashion, when necessary, so as to timely provide watering to all landscape feature. In this regard, each Owner or his/her/its resident(s) shall not suffer or allow the automatic watering system to fall into disrepair, nor shall an Owner or his/her/its resident fail to maintain electrical power and water service to said system. Shrub and tree planting on corner Lots shall be located so as not to create a sight-hazard for the movement of vehicles along streets; no trees or shrubs shall be planted on any corner that will grow in excess of three (3) feet high, or which shall be maintained at such height, perpetually, in keeping with City ordinances.
- iii. Landscape Maintenance and Upkeep: The maintenance, repair, replacement and upkeep of all landscaping features appurtenant to any given Lot, shall be performed by the Lot Owner. All landscaping shall be maintained at a reasonable standard of care and presentation which is compatible with other Lots in the subdivision.

(f) Architectural Control: No building shall be erected, placed, or altered on any Lot until the construction plans and specification and a site plan showing the location of the structure have been approved by the ACC as to the proposed 1) quality of workmanship, 2) quality of materials, 3) harmony of exterior designs with existing structures, and 4) location with respect to topography and finish grade elevation. Landscaping, initial or subsequent to occupancy is subject to this provision.

(g) Minimum Square Footage; Building Height: For a one-story dwelling, no single Dwelling Unit shall have less than 2,000 square feet of finished living area on the main level exclusive of porches, balconies, patios and garages. For a two-story dwelling, the two stories combined shall not be less than 2,600 square feet of finished living area exclusive of porches, balconies, patios and garages. For a two-story dwelling, the main level shall not be less than 1,500 square feet of finished living area, exclusive of porches, balconies, patios and garages.

(h) Building Height shall not exceed 25 feet for a single-level Home and 35 feet for a two-story Home, as measured from the top of the foundation to the highest point of the roof line of a Home.

- (i) **Parking of Vehicles and Equipment:** The following restrictions apply:
- i. **Parking on Streets and Driveways.** Personal vehicles are to be parked in the garage area of the Home or on the driveway. Personal vehicles belonging to the Lot Owners shall not be parked on the Streets of the subdivision, except as may be necessary for temporary, short-term purposes associated with coming and going. Personal vehicles shall not be parked overnight on the Subdivision Streets.
 - ii. **Commercial Vehicles:** No commercial trucks or vehicles over one ton shall be parked on the streets, in front of any Lot, except for purposes of temporary delivery, which shall be short-term by nature; otherwise, no such commercial vehicles shall be allowed.
 - iii. **Parking of Recreational Vehicles and Equipment.** Owners shall not park, store, or keep on their driveway or on any street within the Property (i) any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer, truck, oil or gas truck, or delivery truck); (ii) any recreational vehicle (including, but not limited to, any camper, travel trailer, or motor home); (iii) any bus, trailer, trailer coach, camp trailer, boat, watercraft, aircraft or mobile home; or (iv) any inoperable vehicle.
 - iv. **Camper Trucks and Similar Vehicles** up to and including one ton when used for everyday-type transportation may be kept on the Property, as set forth herein. Such vehicles, in addition to motorhomes, boats, trailers, camper, and similar recreational vehicles may be parked in the side-yard of a Lot, on a cement pad, behind the front foundation line of the Home, in a fenced area with a screened gate, or in an enclosed garage, unless otherwise approved by the ACC. Such cement pad parking area shall not have access to a sewer clean-out or a dump facility. Notwithstanding anything to the contrary in this Declaration, any such cement pad must be constructed within the perimeter of the building pad within the District Lot.
 - v. **Motorhomes, Boats, Trailers, Campers, and similar recreational vehicles** may be parked in driveways once every thirty (30) days for a maximum twenty-four (24) hour period to allow for loading, unloading, and cleaning. No Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board.
 - vi. **Guest, Visitor Parking.** Guests and visitors are not individuals or families who stay overnight at a Lot. Guests and Visitors are allowed to park on the Streets, temporarily. In the event an Owner has a family guest for an extended visit, parking shall be encouraged to take place on the driveway.
 - vii. **Parking on Driveways.** Vehicles parked on a driveway shall not be parked so as to be parked-on or extending over any portion of the sidewalk adjacent to the driveway apron. The purpose of the foregoing restrictions is to safeguard that emergency vehicles and delivery vehicles can easily and effectively negotiate passage through the streets, thereby adding to the safety of the Community. Considerations and actions in this matter should always prevail and govern.

- viii. Motorbikes, Etc. All motorcycles, trail bikes, three-wheel powered devices, ATV's, scooters, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with current driver's licenses and only on established streets and parking areas, in keeping with City ordinances; such are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Property.

(j) Construction Materials: In order to promote a harmonious Community and protect the character of the neighborhood, the following guidelines shall apply:

- i. Home Style, Design, Alterations, and Additions shall be approved by the ACC, in keeping with Section 3.10 hereof.
- ii. Home Exterior Surface shall be at least fifty percent (50%) high quality synthetic stucco and may contain elements of brick, stone or siding and shall be in colors as approved by the ACC. Batten board accents may be utilized so long as they meet the approval of the ACC. Masonite or concrete are not permitted. Any other exterior material may only be used upon the express written approval of the ACC.
- iii. Home Construction and accessory structures, as ACC-approved, shall utilize only new materials, unless otherwise approved in writing by the ACC.
- iv. Roofing Materials shall be tile, metal, or Thermoplastic Polyolefin ("TPO"). No asphalt shingles, built-up roofs, or wood shakes shall be allowed. No mansard roofs shall be allowed. Dome structures of any type, concrete homes, block homes, or basement homes shall not be allowed.
- v. Exterior Construction Materials shall be of colors as approved by the ACC.
- vi. Front Courtyards shall have the same finish as the front exterior of the Home.

(k) Lateral and Subjacent Support and Draining: Under the rule of law, an Owner shall be responsible for all damages proximately caused by such Owner upon adjacent Lot Owners, if and when:

- i. An Owner's activities affect the lateral or subjacent support, or both, of adjacent Owner's Lot;
- ii. For all damage proximately caused by activities of a Lot Owner upon a neighboring Lot;
- iii. For all damage proximately caused by an Owner's drainage upon a neighboring Lot;
- iv. Structures, plantings or other materials shall be placed or permitted to remain or other activities, undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow or drainage channels, obstruct or retard the flow of water through drainage channels upon a neighboring Lot.

(l) **Site Distance at Intersections** shall be governed by Hurricane City Ordinance. In general, no structure, wall, hedge or shrub planting which obstructs sight lines at elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection where the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

(m) **Roof Mounted Heat Pumps, Swamp Coolers, and AC Units:** Heat pumps, air conditioning units, and swamp coolers of any type shall not be allowed to be mounted on roof surfaces.

(n) **Mobile, Modular, and Pre-Fab Homes:** No mobile, modular or pre-fab home shall be placed on any Lot, part, or portion of the Property. Modular, newly constructed wall panels and trusses shall be allowed, as approved by the ACC.

(o) **Time of Construction:** Once begun, at a beginning date as evidence by the date shown on a Building Permit, which Permit shall be required prior to any construction activity of any kind being undertaken. Any improvements or construction approved by the ACC shall be diligently undertaken and pursued to completion, which date of completion shall not be later than twelve (12) months from the date show on the Building Permit for same. Any modification or alteration to a Home having previously received a CO, as approved by the ACC, shall be timely undertaken following ACC approval and shall be completed within three (3) months of the date of ACC approval or the Building Permit for same, whichever occurs later. No such work shall begin prior to the ACC-approval of same and/or a Building Permit for same, as issued by the City.

3.6 **Incorporation of Master Declaration.** It is to be understood that this District Declaration is subject to the Master Declaration, which is by reference made a part hereof, and all the terms, conditions, covenants, restrictions, and provisions thereof, unless specifically modified herein, are to apply to the District Property and are made a part of this District Declaration as though they were expressly rewritten, incorporated, and included herein. The ownership and use of the District Property is subject to the Master Declaration as it may be amended from time to time.

3.7 **Interpretation.** To the extent Utah law is consistent with this District Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions or headings which precede the Articles and Sections of this District Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

3.8 **Severance.** The invalidity or unenforceability of any portion of this District Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this District Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any approval guidelines for the financing, insuring or the guaranty of the District Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

3.9 **Covenants to Run with District Land.** This District Declaration and all the provisions hereof shall constitute covenants to run with the District Land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of District Association, all other signatories hereto, all parties who hereafter acquire any interest in a District Lot or in the Project, and their respective grantees, transferees, heirs,

devisees, personal representative, successors, and assigns. Each Owner or occupant of a District Lot shall comply with, and all interests in all District Lots shall be subject to, the terms of this District Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this District Declaration. By acquiring any interest in a District Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this District Declaration. The District Declarant, District Association, Master District Association, District Board of Directors or an aggrieved Owner may bring an action to enforce the District Governing Documents, for injunctive relief or damages, including the recovery of a reasonable attorney's fee and costs, regardless of whether a lawsuit is filed.

3.10 Term. This District Declaration shall continue for a term of forty (40) years from its date of recordation. Thereafter, this District Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50.0%) of the Members determines that this District Declaration shall terminate.

3.11 District Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any District Mortgage or deed of trust, given in good faith and for value.

3.12 Registered Agent. The initial registered agent of the District Association is Fisher & Hunter, LLC. The initial registered office of the District Association is at 444 East Tabernacle, Suite B-201, St. George, Utah 84770.

3.13 Bylaws. The District Association shall be administered according to the Bylaws of the District Association, which are referred to and incorporated herein by this reference, and where the context requires any references to the District Association shall refer to the District Association and any reference to the Board of Delegates shall refer to the District Board of Directors. Notice hereunder shall be provided as required in the Bylaws.

3.14 Amendment. This District Declaration may be amended as follows:

3.15 By The Owners. During the District Declarant's Period of Control any amendment to this District Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, when the District Declarant has voted in favor of the amendment. During the District Declarant's Period of Control, where the District Declarant does not vote in favor of the amendment, any amendment to this District Declaration shall require the affirmative written vote or consent of at least ninety percent (90%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Following the expiration of the District Declarant's Period of Control any amendment to this District Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the District Association cast either in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting.

3.16 Accomplishment of Amendment. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the District Association. In such instrument an officer of the District Association shall certify that the vote required by this Section for Amendment has occurred.

3.17 Initial District Declarant Right to Amend. The District Declarant alone may amend or terminate this District Declaration at any time for any reason.

3.18 Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this District Declaration to the contrary, this District Declaration may be amended unilaterally at any time and from time to time by District Declarant if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the District Lots subject to this District Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any District Lot unless any such Owner shall consent thereto in writing.

3.19 District Declarant's Right to Amend Unilaterally Prior to Termination of District Declarant's Period of Control. Notwithstanding anything contained in this District Declaration to the contrary, prior to the expiration of the District Declarant's Period of Control, District Declarant may unilaterally amend this District Declaration for any purpose. Such amendment requires only the signature of the District Declarant.

3.20 To Satisfy Requirements of District Lenders. Anything to the contrary notwithstanding, District Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this District Declaration or approval of the sale of District Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any District Lot, or any portions thereof. Any such amendment shall be effected by the recordation by District Declarant of an Amendment duly signed by the District Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all District Lots and all persons having an interest therein. It is the desire of District Declarant to retain control of the District Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of District Declarant, District Declarant shall have the unilateral right to amend this District Declaration to restore such control. Any proposed action which would require the consent of a specified percentage of District Mortgagees, if proper notice is given to a District Mortgagee or other creditor, then a legal presumption is created that the District Mortgagee and/or creditor consented, absent the delivery of a written objection.

3.21 District Declarant's Rights. No provision of this District Declaration reserving or granting to District Declarant the District Developmental Rights shall be amended without the prior express written consent of District Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at District Declarant's sole and exclusive discretion.

3.22 Conflict With Master Declaration. No provision of the Master Declaration may be amended hereby either directly or indirectly.

3.23 Laws. Nothing shall be done or kept in, on or about any District Lot which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

3.24 Nuisance. No Owner shall create or maintain or permit the creation or maintenance of a nuisance.

3.25 Enforcement. The District Board of Directors may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in District Association's best interests to pursue the matter and, if so, to what extent.

3.26 Default. A default of the Master Declaration shall be considered a material default of this District Declaration. A default of this District Declaration shall be considered a material default of the Master Declaration.

3.27 Conflict. In the event of any conflict, inconsistency or incongruity between the provisions of this District Declaration and the provisions of the Master Declaration, the latter shall in all respects govern and control.

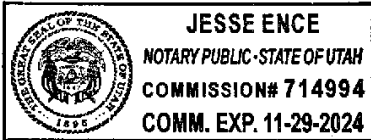
3.28 Effective Date. This District Declaration, any amendment or supplement hereto, and any amendment or supplement to the District Final Plat shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Declarant executed this Declaration on the 23 day of March, 2021
Pecan Valley Holdings, LLC

By: _____
Its: Manager

On this the 23 day of, March 2021, personally appeared before me Chris Wyler, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of Pecan Valley Holdings, LLC and that he executed the foregoing District Declaration on behalf of said Pecan Valley Holdings, LLC, being authorized and empowered to do so by the governing documents of said Pecan Valley Holdings, LLC or resolution of its owners, and he acknowledged before me that such Pecan Valley Holdings, LLC executed the same for the uses and purposes stated therein.



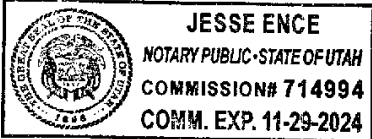
Notary Public
My commission expires: 11/29/24

IN WITNESS WHEREOF, Declarant executed this Declaration on the 23 day of March, 2021

Pecan Valley Development, LLC

By: _____
Its: Manager

On this the 23 day of March, 2021, personally appeared before me Chris Wyler, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of Pecan Valley Development, LLC and that he executed the foregoing District Declaration on behalf of said Pecan Valley Development, LLC, being authorized and empowered to do so by the governing documents of said Pecan Valley Development, LLC or resolution of its owners, and he acknowledged before me that such Pecan Valley Development, LLC executed the same for the uses and purposes stated therein.



Notary Public
My commission expires: 11/29/24

EXHIBIT "A" - LEGAL DESCRIPTION

Pecan Valley Phase 3:

All of Lots 38 - 60, Pecan Valley Phase 3 (H), a Residential Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and SUBJECT TO easements, restrictions, reservations, and rights of way currently appearing of record and those enforceable in law and equity and property taxes for the year 2021 and subsequent years.