

Amended Restrictive Covenants Page 1 of 4
Gary Christensen Washington County Recorder
01/17/2023 03:20:42 PM Fee \$40.00 By GT TITLE
SERVICES

After recording mail to:
Fisher & Hunter, LLC
444 East Tabernacle, Building B, Suite 201
St. George, UT 84770

**FIRST AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
PECAN VALLEY RESORT**

This First Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pecan Valley Resort ("Amendment") is executed this 16th day of December, 2022, pursuant to Article XIV, Section 14.2, of the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Pecan Valley Resort, recorded in the records of the Washington County Recorder on March 11, 2021, as DOC 20210017451 (the "Declaration"), which was originally executed by Pecan Valley Holdings, LLC as the Declarant (Declarant). This Amendment pertains to the real property described in Exhibit A and any future real property annexed under the Declaration.

RECITALS

Article XIV, Section 14.2, provides for the Declaration to be unilaterally amended by the Declarant. Specifically, "[D]eclarant may amend this Declaration for any purpose whatsoever, and without the consent or approval of any Owners or Members, or any other Person, regardless of whether any such amendment is uniform in nature."

This Amendment shall be binding against all the property described in the Declaration and any annexation, expansion, or supplement hereto.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date").

This Amendment amends, supersedes and replaces the Sections of the Declaration set forth below:

AMENDMENT

Article V, Section 5.3.17, is hereby added:

5.3.17 On Site Manager.

(a) The Board shall, where reasonably possible, retain a properly licensed property manager that will maintain an office within the Association and oversee

nightly rentals for Owners. The Board shall define the scope of work and set the minimum hours in which the property manager shall be on site. The property manager's office shall be located in the common amenities, once said amenities are constructed and available for use and occupancy. The property manager shall be compensated by the Association.

Article VI, Section 6.2, is hereby amended and now reads in its entirety:

6.2 Board of Directors and Officers.

(a) The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. During the Declarant Control Period, the Board shall be appointed by the Declarant and shall consist of at least three (3) individuals who may be Members or individuals designated by a corporate, partnership or other non-individual Member, or Non-Members. All of the Board members may be removed by Declarant at anytime without notice or cause. After the Declarant Control Period has expired, or at such earlier time as Declarant relinquishes its rights to appoint the Board, the Board shall be elected by the Class A Members as more fully set forth in the Bylaws of the Association. Reference is made to the Bylaws for the manner in which the Class A Members shall elect, and Class B Member(s) shall appoint, directors of the Association.

(b) The Board may appoint various committees at its sole and absolute discretion, including an advisory committee of Class A Members who may provide non-binding advice to the Board and assist with gradual transition from control by the Class B Members to the Class A Members. The Board may appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Common Area. The Board shall determine the compensation to be paid to the manager.

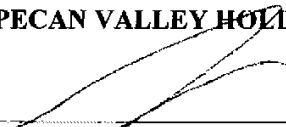
Article VIII, Section 8.10, is hereby amended and now reads in its entirety:

8.10 Special Assessments. In addition to the Annual Assessments, the Board may levy a special Assessment a) for the purpose of constructing improvements to Common Area including, but not limited to, Resort Facilities; b) correcting an inadequacy in the Association's accounts; c) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association; or d) defraying other extraordinary expenses or paying other expenses the Board may deem appropriate, including increased expenses encountered by the Association in connection with new or expanded Common Area amenities or features, including such amenities or features within annexed land. The Board may also levy a Special Assessment against the Lots within any District if such Special Assessment is for District Expenses. The Board shall specify the effective date of any Special Assessment and may provide that the Special Assessment is payable in installments. Special Assessments shall be approved by the Class B Member and either the written consent of, or vote at any annual or special meeting of, Voting Members (or Members, if determined by Declarant, representing a majority of all votes allocable to Lots and Parcels. In the case of District Expenses, a Special Assessment may be approved by the vote or written consent of Owners representing a majority of the

total votes allocated to Lots which will be subject to such Special Assessment. The Board may in any case, however, impose and assess a Special Assessment as to all Lots or Parcels, or Lots within a District, without any vote or consent of Members whatsoever if the purpose is to pay the increased costs and expenses of the Association in connection with annexed land or new Common Areas, amenities or features, or increased expenses due to insurance premiums, taxes or governmental charges, or increased utilities charges, and the Class B Member shall have the right to cause the Board to make and levy such Special Assessments.

IN WITNESS WHEREOF, the Declarant affirms the Declaration as amended hereby as of the 16th day of December, 2022.

PECAN VALLEY HOLDINGS, LLC



By: Chris Wyler
Its: Manager

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

Chris Wyler, Manager of the Pecan Valley Holdings, LLC, known to me (or proved on the basis of sufficient identification) to be the person whose name appears above, personally appeared before me and acknowledged to me that he executed the foregoing instrument this 16th day of December, 2022.



Notary Public



EXHIBIT "A" - LEGAL DESCRIPTION

Pecan Valley Phase 2:

All of Lots 31 - 36, Pecan Valley Phase 2 (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.

Parcel ID Numbers:
H-PEV-2-31-36

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.

Parcel ID Number:
H-PEV-3-38-60

Next Phases:

H-4138-B

BEG S 0*03' E ALG SEC/L 440 FT FM NE COR SEC 15 T42S R14W TH S 0*03' E ALG SEC/L 2180.45 FT TO BLM MONT AT E1/4 COR SEC 15 TH S 0*054 W ALG SEC/L 1323.21 FT TO MONT AT SE CORNE1/4 SE1/4 SEC 15; TH N89*49'28 W 1323.89 FT TO SW COR; TH N 0*02'42 W 1322.22 FT TO 1/16 COR; TH N0*04'43 W 2625.75 FT TO NW COR NE1/4 NE1/4 SD SEC; TH S 89*38'20 E ALG SEC/L 732.59 FT; TH S 0*03' E 440 FT; TH S 89*38'20 E 594.02 FT TO POB.

LESS: BEG S 0*04'43 E 317.15 FT ALG 1/16 LN FM NW COR NE1/4 NE1/4 SEC 15 T42S R15W TH S 0*04'43 E 2308.60 FT ALG 1/16 TO PT ON E-W C/S/L SEC 15; TH S 0*02'42 E 1322.22 FT ALG 1/16 LN TO SW COR NE1/4 SE1/4 SEC 15; TH S 89*49'28 E 480 FT ALG 1/16 LN; THN 0*02'42 W 1322.58 FT; TH N 0*04'43 W 2306.68 FT; TH S 89*55'17 W 480.01 FT M/L TO POB

ALSO, LESS AND EXCEPTING THEREFROM THAT PORTION LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN.

H-4138-B-1

SE1/4NE1/4 AND NE1/4SE1/4 SEC 15 T42S R14S SLB&M LESS AND EXCEPTING: BEGINNING AT A POINT SOUTH 0*04'43" EAST, 317.15 FEET ALONG THE 1/16 LINE FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN AND CONTINUE RUNNING THENCE SOUTH 0*04'43" EAST, 2308.60 FEET ALONG THE 1/16 TO A POINT ON THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 15; THENCE SOUTH 0*02'42" EAST, 1322.22 FEET ALONG THE 1/16 LINE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SAID SECTION 15; THENCE SOUTH 89*49'28" EAST, 480.00 FEET ALONG THE 1/16 LINE; THENCE NORTH 0*02'42" WEST, 1322.58 FEET; THENCE NORTH 0*04'43" WEST, 2306.68 FEET; THENCE SOUTH 89*55'17" WEST, 480.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING