



WHEN RECORDED RETURN TO:

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Tax Parcels: Palisades at Snow Canyon 1 Amended
Palisades at Snow Canyon 2

**Third Amendment to
Declaration of Covenants, Conditions, Easements
and Protective Covenants of Palisades At Snow Canyon**

This Third Amendment to Declaration of Covenants, Conditions, Easement and Protective Covenants of Palisades at Snow Canyon ("Third Amendment") is executed pursuant to the provision of the Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Described in Recital A hereof by Gardner-Plumb Ivins L.C., a Utah Limited Liability Company ("Declarant")

RECITALS

- A. On November 19, 2013, 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 (the "Declaration") and related plat covering the real property and improvements constituting the first phase of "Palisades at Snow Canyon," in Washington County, Utah.
- B. On January 21, 2014, 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 as Entry No. 20140001976 (the "First Amendment").
- C. On September 26, 2014, 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 as Entry No. 20140029492 (the "Second Amendment").
- D. 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:

Section 5.4, is amended as follows:

5.4. Compensation; Reimbursement of Expenses. The members of the Architectural Control Committee shall only receive compensation for services rendered as approved by the Developer or the Trustees. Such members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants (including Persons affiliated with Declarant) retained by the Architectural Control Committee shall be paid such compensation as the Declarant or Architectural Control Committee determines. The Architectural Control Committee will charge reasonable, non-discriminatory fees to review plans and specifications.

Section 5.5, is amended as follows:

5.5 Plans and Specifications. An Owner proposing to perform work or make improvements to a Lot shall submit a complete sets of the plans and specifications as set out in the Design Guidelines for the proposed work to the Architectural Control Committee.

At the time of submitting the plans, the Owner shall pay to the Declarant or, after the Development Phase, the Association, a non-refundable plan review fee. The fee is set by the Declarant or, after the Development Phase, the Association. The fee shall be used to reimburse and compensate the members of the Architectural Control Committee in connection with the review of the plans, and the Professional Consultant. The plan review fee shall be non-refundable regardless of whether the plans are approved.

No Work shall commence unless and until the Architectural Control Committee provides its written approval that such plans are in compliance with the covenants set forth in this Declaration and with the standards established in this Declaration or by the Architectural Control Committee (the "**Final Approval**"). A set of such plans shall be filed as a permanent record with the Architectural Control Committee; a set of the plans shall be released to the Owner's contractor; and a set of the Plans shall be retained by the City. The Association shall indemnify, defend and hold the members of the Architectural Control Committee harmless from and against any claim, action, loss or liability arising in connection with their approval or rejection of any plans and specifications except for their gross negligence or willful misconduct. The Architectural Control Committee will return without review any set of plans not including all the above items.

Section 7.3, is amended as follows:

7.3 Minimum Area. The minimum total square footage of living area on the ground floor of a Home located within the building envelope and foundation for any single-story Home constructed on any Lot within the subdivision shall be not less than 2,000 square feet on Lots, exclusive of porches, patios, decks and garages. No Home or other permitted structure constructed on any Lot shall exceed one (1) story in height from grade, determined in the manner described in Section 7.5 and no home shall have a "walk-out" basement. Roofs shall be flat, however, there may be small accents as allowed by the Architectural Control Committee. The highest point on any pitched roof shall not exceed seventeen (17) feet. The maximum parapet height of any flat roof shall not exceed seventeen (17) feet. The average roof height (equal areas

of wall/parapet or exposed roof above and below the average line based on the front and rear elevations) of either roof type on any home shall not exceed 17 feet. Reference measurements shall be from an Architectural Control Committee approved base grade. Each Home may have a basement.

Section 7.4, is amended as follows:

7.4 Setback Areas. The Setback Areas for each Lot is stated on the final plat.. All measurements shall be made from each point on the applicable Lot boundary line to the nearest point on the foundation, porch, deck or other extension of any building or structure, whichever is nearer to such Lot line. If the final plat does not list a setback area, the minimum setback shall be twenty-five (25) feet in the front, and ten (10) feet each side, and ten (10) feet in the rear.

Section 7.4, is amended as follows:

7.8 Roof Materials. Flat roof coverings must be colored to blend with the home. White or "off-white" roofs will not be permitted. Lighter shades of the dominant building color will be permitted. If the Architectural Control Committee allows a small portion of the roof to be pitched, the material shall be limited to flat clay or flat concrete tiles or slate. Colors shall be subdued earth tones any colors must be approved by the Architectural Control Committee.

Section 7.21.4, is amended as follows:

7.21.4 Trees which are used in the landscape shall not have a mature height of over twenty-two (22) feet. Consult the booklet "Southern Utah Guide to Trees" available at local nurseries for information. The Architectural Control Committee may provide a set of trees that are allowed. Trees and shrubbery which are not allowed for use in the development are:

- (a) California Fan Palm;
- (b) Mexican Fan Palm;
- (c) Willow trees-salix species (including Desert Willow – *Chilopsis linearis*);
- (d) Ash species (including Littleleaf Ash-*Fraxinuim greggii*);
- (e) Italian Cypress;
- (f) Idaho Locust;
- (g) Mulberry;
- (h) Cottonwood;
- (i) Chinese Pistache;
- (j) Honey Locust;
- (k) Birch;
- (l) All coniferous trees – pines, spruce, cedar (including dwarf species);
- (m) Oleander (including dwarf species);
- (n) Pampas grass (including dwarf species).

Plant selections are to be hardy, drought tolerant plantings. An Owner shall use multi-trunked trees whenever possible in lieu of standard, or single-trunked trees. If no lawn is to be planted, additional plant density of low growing shrubbery must be used. No palm trees shall be planted

