

DOC # 20160048280
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Russell Shirts Washington County Recorder 12/19/2016 02:14:37 PM Fee \$ 128.00

BY RANNEY RICHARD

BUILD BY TALLIBER B.T.Y. Ph.L. b.L. B.L. C. L. B. C. L.

Recorded at the request of:
Shadow Canyons Homeowners Association of Ivins
c/o Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Ste. B200
St. George, UT 84770

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOW CANYONS OF IVINS A RESIDENTIAL COMMUNITY

The undersigned, being the President and Secretary of the Shadow Canyons Homeowners Association of Ivins, a Utah non-profit association (hereafter the "Association"), hereby certify that the "Agreement to Changes in Shadow Canyon CCR" attached in duplicate hereto as Exhibit "A" are true and correct copies of instruments setting forth certain amendments, agreed to by the Lot Owners, to the Declaration of Covenants, Conditions and Restrictions for Shadow Canyons of Ivins, dated May 5, 2005, recorded May 11, 2005, as Entry No. 00944365, in Book 1742 at Pages 2232-2263, in the official files of the Recorder for Washington County, State of Utah (the "Declaration")

The undersigned further certify that the instruments attached hereto as Exhibit "A" bear true and correct copies of the signatures of not less than sixty-seven percent (67%) of all the Lot Owners in the community, as required for amendment by Article XIV of the Declaration, as said percentage requirement is reduced by Utah Code Annotated § 57-8-39(1)(a) (2016).

This Amendment is related to the real property located in Washington County, Utah, described more particularly as set forth in <u>Exhibit "B"</u> hereto.

All other terms and provisions of the Declaration not modified by this Amendment as set forth in Exhibit "A" shall remain in full force and effect.

MADE AND EXECUTED as of the dates set forth herein.

By: Richard Ranney, President,

Shadow Canyons Homeowners Assn. of Ivins

STATE OF UTAH

:ss.

County of Washington

On the Again day of December, 2016, personally appeared before me Richard Ranney, who being by me duly sworn did say that he is the President and a Director of Shadow Canyons Homeowners Association of Ivins, a Utah non-profit association, and that he executed the foregoing certification on behalf of said association, for the uses and purposes stated therein.

CHRISTEEN STAPLEY NEILSON
Notary Public
State of Utah
Comm. No. 673607
My Comm. Expires Feb 16, 2018

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(signatures cont. from previous page)	
	By: Mariam Kay, Secretary Shadow Canyons Homeowners Assn. of Ivins
	Shadow Carryono Homeo Wiene Lastin Ca Linas

STATE OF UTAH ) :ss.
County of Washington )

On the  $\sqrt{9}$  day of December, 2016, personally appeared before me Mariam Kay, who being by me duly sworn did say that she is the Secretary and a Director of Shadow Canyons Homeowners Association of Ivins, a Utah non-profit association, and that she executed the foregoing certification on behalf of said association, for the uses and purposes stated therein.

CHRISTEEN STAPLEY NEILSON
Notary Public
State of Utah
Comm. No. 673607
My Comm. Expires Feb 16, 2018

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#### EXHIBIT "A"

## TO AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOW CANYONS OF IVINS

See copies of "Agreement to Changes in Shadow Canyon CCR," executed by the Lot Owners, on the following pages.

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Not withstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until 44 5 lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

	Dated this day of	
/		
	Shadow Canyon Homeowner	
	Address 191W GB5S	Lot #

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (ii) on December 31, 2023."

Dated this 7th day of November, 2016,			
Robot NCC			
ROBERT HILLIS			
Shadow Canyon Homeowner	<del></del>		
Address 183 W 6855	Lot #_	2	

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 18th day of November, 2016,

Well Jell
Shadow Canyon Homeowner

Address 151 W 685 S. Ivins, UT 84238 Lot # 4 - Phase I

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (ii) on December 31, 2023."

Dated this 37 day of Nov 2016,			
Ruhard O. Theen			
Shadow Canyon Homeowner			
Address 145 W 6855	Lot #	5	

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Dated this $\cancel{D}^{7/1}$ day of $\cancel{NOV}$ 2016,	
Waran Etan	_
Shadow Canyon Homeowner	<del></del>
Address 6915 120 W	Lot #

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (ii) on December 31, 2023."

Dated this day of, 2016,	
Louis ARoberta	
Moh. & Bobert	
Shadow Canyon Homeowner	
Address 130 West 685. South	Lot #

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Dated this	
Tour Leal	
Shadow Canyon Homeowner	
Address 4698 176 W.	Lot #

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Dated this 9 day of Dec., 2017,
Lacla E. Nanch-Gashord
Shadow Canyon Homeowner
Address 6705 170 W Lot # 13

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Dated this $\underline{X}$ day of $\underline{NCV}$ , 2017,	
allen Ladree	
Mary V. La Lee	
Shadow Canyon Homeowner	
Address 6585 170 (C)	Lot # 14

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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Dated this $4^{1/2}$ day of $10^{1/2}$ , 2017,	
Muddlety	
Sharow Canyon Homeowner	
Address 6535 170W 1U/NS	Lot #

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (ii) on December 31, 2023."

Dated this <u>97H</u> day of <u>NOVEMBER</u> , 2016,	
Kugut Ihm Shadow Canyon Homeowner	
Address 654 S 120 W Tvins, UT	Lot #_ <i> </i> /6

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Dated this 3 <sup>rd</sup> day of Murenber, 2016,	
Men J. Machill	
Glenn T. Macketl	
Shadow Canyon Homeowner	
Address 655 S. 120 W.	Lot #

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Dated this day of 2016,			
Jusutte &. Olivictions			
Minsten's Christinsen			
Shadow Canyon Homeowner			
Address <u>643</u> 5. 120 W,	Lot #	18	

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Dated this 3 day of NoV 2016,			
10 Ruly			
Rie Buchann	_		
Shadow Canyon Homeowner	_		
Address 642 5 120 W 1448	Lot #	19	

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Dated this $\underline{\hspace{1cm}}$ day of $\underline{\hspace{1cm}}$ 2017,	
Educas Mostro	
.4	
Shadow Canyon Homeowner	
Address 645 50 170 W TVINS It.	Lot # 20

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Dated this 1711 day of 10302414, 2017,	
Michelle Delloso	
Shadow Canyon Homeowner	
Address 624 5. 170 w, Ivas, ut 84728 Lot# 22	

(\* CC+R's will be required some ar owns)

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Dated this 1st day of Nov 2017, Raune	
Shadow Canyon Homeowner	
Address 6385 120 W	Lot # 24

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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Dated this 3 day of Nov. 2016,	
Rehard Trylon	
Shadow Canyon Homeowner	
Address 635 S 120 W	Lot #_ 25

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Dated this day of april 2016,		
Shadow Canyon Homeowner		
Address 6/7 5 (20 W.	Lot# 26	

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Dated this 3rd day of Nov 2016,	
M. Jook.	
Shadow Canyon Homeowner	
Address 61850.12010. Joins -	Lot # 27

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#### Agreement to Changes in Shadow Canyon CCR.

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Dated this 4 day of 16 2017,	
Sugama Dickingon	
Shadow Canyon Homeowner	
Address 6075 170W	Lot # 3 /

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Dated this day of 2016,	
Caulya Prim half Shadow Canyon Homeowner	_
Address 603 Sp. 120 (V).	Lot # 33

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Dated this day of 2016,			
VEFF LITTLEFIELD			
MWW /			
Shadow Canyon Homeowner			
Address 593 S. 170 W.	Lot #_	36	

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

1

Dated this _5 day of, 2016,		
Lois McMair		
Mc Mair		
Shadow Canyon Homeowner		
Address 58/ S. / 70 W.	Lot #	39

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 17 day of November 2016,			
June Very			
Shadow Canyon Homeowner			
Address 582 S. 120 W. Juna Wich	Lot #	<u>0</u>	

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes should be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

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- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of MM 2027,

Shadow Canyon Homeowner

Address 567 5 170 W

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 4 day of NOV 2017, 2016	
Bart Pulle	<del>-</del> -
Shadow Canyon Homeowner	
Address 5725 170 Wast	Lot # 45

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Not withstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until 11 lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of, 20176	
Shadow Canyon Homeowner	_
Address 558 S 170 W	Lot#_4(p

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes should be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 54 day of NOV, 2012

Shadow Canyon Homeowner

Address 553 5, 170 W Ivins Lot# 4

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this $\bigcirc$ day of $\bigcirc$ 2016,			
audrenttenens			
Joan & Childen			
Shadow Canyon Homeowner			
Address 5515 /20 West	Lot #	49	

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this $\underline{l}$ day of $\underline{Dec}$ , 2016,	
Rod Hanen	ВҮ:
Hohn Home	
Shadow Canyon Homeowner	<del></del>
Address 539 5 120 W	Lot # 50

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this <u>/ 2</u> day of <u><i>DEC</i></u> , 2016,	
May	
Address 540 So 120 W	Lot # 51

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this $1b$ day of $NbV$ , 2016,	
Valen Gellera	
Shadow Canyon Homeowner	
Address 541 5 170	No Lot # 52

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 644 day of NOV. 2016,	
x Patt Edding tou	_
Mal Q. TIL	
Shadow Canyon Homeowner	_
Address	Lot #_ (53

20160048280 12/19/2016 02:14:37 PM Page 38 of 59 Washington County

# Agreement to Changes in Shadow Canyon CCR.

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of			
Their Notte KEVIN GATTIS	_		
Shadow Canyon Homeowner	-		
Address 5295 170 W	Lot #	55	

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Not withstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until \$5 lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 17 day of November 2017,	
Tarad Sturinger	_
The Shape Shadow Canyon Homeowher	
Shadow Canyon Homeowher	-
Address 47 W 520 S	Lot # 56

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this <u>S</u> day of <u>1701</u> 2016,	
Lamie Labian	
Shadow Canyon Homeowner	
Address S22So. 120W.	Lot # <u>57</u>

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

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- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

7

Dated this 5 day of Dec , 2016,	
Shadow Canyon Homeowner	<del></del>
Address 111 W 520 5	Lot # 58

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

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- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

A 1

Dated this // day of //our, 2016,	
Shirley Herry	
7/B March	<del></del>
Shadow Canyon Homeowner	
Address 172 W 520 S	Lot# 60

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) late in Phase III have been sold, or not? December 21st, 2019, whichever occurs first."
- Replace Article III, Section 3, subsection (b) with the following:
  - (ii) the class 8 Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class 8 membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (ii) Which one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (II) on December 31, 2023."

Dated this 14 day of 2016,	
CHARLES CARDARELLI	
Clarke Corlarelli	
Shadow Canyon Homeowner	
Address 164 W 5205	Lot# 6

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 30 day of November, 2016,			
Laysan Company, LLC			
Shadow Canyon Homeowner			
Snauow Canyon Homeowner			
Address 152 W 520 S	Lot#	62	

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of 20 16 4	
Laun Lymayer	
Shadow Canyon Homeowner	- 10
Address 132 W 520 Lot # 87738	9 <u>6</u> )
Tyins U+87738	

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this Way of Noval 2016	
A jul	_
PICHANO MCDONACO	_
Shadow Canyon Homeowner	
Address 124W SZOS IVINS	Lot #

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of			
Shadow Canyon Homeowner			
		, ,	
Address 104 W. 520 S.	Lot #	66	_

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 3 <sup>vd</sup> day of <u>Nev</u> , 2012,	
USUY Mus	
Shadow Canyon Homeowner	······································
Address 90 West 520 Swyw	Lot #_67

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this $10^{24}$ day of $000$ , 2016,			
Sou 12 Plate			
Shadow Canyon Homeowner			
Address 93 W \$20 S.	Lot#	68	

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

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  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 25 day of NoVi 2016,

Kogn La Dong	
Shadow Canyon Homeowner	
Address 85/0.5205	lot#

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of 2014, 2017,	
Bul Brown	
Jawet Borna	
Shadow Canyon Homeowner	<del></del>
Address 7/ W 520 So	Lot # 70

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase t of Ivins, as Residential Subdivision, filed May 11, 2005:

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- 3. Replace Article III, Section 3, subsection (b) with the following:

The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:

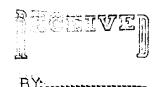
	(i)	when one hundred percent (100%) of all Lots owned in the Project by		
		the Declarant are sold; or	n macs	<b>(3.57 (75</b> 7 (7))
	(ii)	on December 31, 2023."	)ecei	
7	d	1 h -	BY:	
Dated this <u>Sc</u>	<u> </u>	lay of 1000 2016,		
	,	//		
Xaus	ey Z	- your		
<u> </u>	Q	Long		
Shadow/Can	yon Ho	meowner (/		
Address 4	1 h	est 520 South	Lot # 72	
	i	VINS		

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
- 3. Replace Article III, Section 3, subsection (b) with the following:
  - "(b) The Class B Member shall be Declarant and he shall be entitled to one (1) vote for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events to occur:
    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this <u>15</u> day of <u>Novenbu</u> , 201 <i>ff</i> ,		
Chase of		
Kella M. Jeusen Shadow Canyon Homeowner		
Shadow Canyon Homeowner		
Address 33 W. 520 S. VING UT. 84738 Lot#	73	

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this day of, 2016,	
$\searrow$ 0	
Jany Sampon	
LAN Sampoor	
Shadow Canyon Homeowner	
Address 19 W 520 S I wins UT 84738	Lot # 14



Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
- 2. Add the following language to Article IV, Sec 7: "Notwithstanding anything else in this Declaration, and in consideration of the Shadow Canyon Homeowners Association extending the time limit for adding Phase III to the HOA, the Declarant shall pay the reasonable costs for the ordinary and necessary maintenance expenses of the Common Area in Phase III until five (5) lots in Phase III have been sold, or until December 31st, 2019, whichever occurs first."
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 30 day of November 2016,

Life Canp

Shadow Canyon Homeowner

Address 13 West 520 South.

Lot # 75

Trus, Wah

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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

1

Dated this day of 2016,	
James E. Hamelton	
Melryce Samilton Shadow Lanyon Homeowner	
Shadow Janyon Homeowner	
Address 44 N 520 \$	Lot # 78

- 1. Change the term "ten(10)" to "thirteen (13)" in Article XI, Section 2(c).
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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this 3rd day of Deale, 2016,	
out an	
Shadow Canyon Homeowner	
Address 56W 500 S.	Lot # > 9

Whereas, it is desired by the Members of the Shadow Canyon Homeowners Association to amend their CCR to allow the inclusion of Phase III into their HOA, it is agreed that the following changes shall be made to the current Declaration of Covenants, Conditions, and Restrictions for Shadow Canyons Subdivision, Phase I of Ivins, as Residential Subdivision, filed May 11, 2005:

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    - (i) when one hundred percent (100%) of all Lots owned in the Project by the Declarant are sold; or
    - (ii) on December 31, 2023."

Dated this / day of <u>Pec</u>, 2016,

| Shadow Canyon Homeowner | Sary \( \text{Nessen} \) | \( \text{Descent} \) | \( \text{Nessen} \) | \( \text{Descent} \) | \( \text{Pressent} \) | \( \text{Address} \) | \( \text{5 & \$\omega\$ \text{5 & \omega\$ \text{5 & \$\omega\$ \text{5 & \$\omega\$ \text{5 & \$\omeg

#### **EXHIBIT "B"**

# TO AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOW CANYONS OF IVINS

Legal Descriptions of Affected Properties

All of Lots 1-33 and all Common Areas, Shadow Canyons Subdivision – Phase 1 of Ivins, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Lots 34 through 70, 71A, 72A, 72B, and 73 through 80, and all Common Areas, Shadow Canyons Subdivision – Phase 2 of Ivins, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Lots 81 through 102 and all Common Areas, Shadow Canyons Subdivision – Phase 3 of Ivins, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

Parcel Nos.: I-SCI-1-1 through I-SCI-1-33

I-SCI-2-34 through I-SCI-2-70

I-SCI-2-71-A I-SCI-2-72-A I-SCI-2-72-B

I-SCI-2-73 through I-SCI-2-80 I-SCI-3-81 through I-SCI-3-102

I-SCI-3-OPEN