

Amended Restrictive Covenants Page 1 of 6
 Gary Christensen Washington County Recorder
 09/23/2022 10:52:16 AM Fee \$40.00 By RUESCH &
 REEVE, PLLC

After Recording, Mail to:
 Ruesch & Reeve, PLLC
 Attn: Ben Ruesch, Esq.
 86 N. 3400 W. Bldg C, Ste 101
 Hurricane, UT 84737

**FIRST AMENDMENT TO
 THE FIRST AMENDED AND RESTATED DECLARATION FOR MARLA AT ELIM
 VALLEY, PHASE 1**

This First Amendment to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements that establishes a master planned community known as Marla at Elim Valley, Phase 1 (“First Amendment”) is executed pursuant to the provisions of the First Amended and Restated Declaration for Marla at Elim Valley, Phase 1 as described in Recital A hereof by Western Mortgage & Realty Company, a Washington corporation, and its successors and assigns (“Declarant”).

A. On February 8, 2022, Declarant caused to be recorded with the Recorder of Washington County, Utah, a First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements that establishes a master planned community known as Marla at Elim Valley, Phase 1 as Doc No. 20220007916 (the “First Amended Declaration”) and related Plat covering the real property and improvements constituting the Marla at Elim Valley, Phase 1 master planned community in Washington County, Utah, and more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

B. Pursuant to Article 12.5(c), “[t]he Board (or Declarant acting pursuant to Section 2.8(c) and Section 15.2) is authorized to amend the Declaration as necessary to reflect and incorporate herein the then effective Short-term Rental Rules; and

C. The Declarant desires to amend the Declaration, as set forth below; and

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

E. This Amendment shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto. Namely, the property more particularly described in the attached Exhibit “A.”

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Article 12.5 Section (c)** is hereby amended and restated as follows:

(c) Short-term Rental Rules. The following restrictions and requirements for Short-term Rentals are established to ensure a successful, fair, and well organized Short-term Rental program beneficial to each Owner desiring to rent a Lot on a Short-term Rental basis; to protect the rights of each Owner that does not rent a Lot on a Short-term Rental basis; to protect the name and reputation of Marla at Elim Valley, Phase 1 by ensuring consistency in experience for those staying in any Lot on a short-term basis; and to ensure that the Owners renting their Lots on a Short-term Rental basis act in a cooperative fashion through a Short-term Rental management company

approved by the Association that ensures that the Owners and their Short-term Rental guests comply with rules designed to protect the peace and harmony of the community as a whole and comply with laws and local ordinances, and that Owners renting their Units on a Short-term Rental basis maintain uniform quality standards with the objective of enhancing the reputation and livability of Marla at Elim Valley, Phase 1. Therefore, Owners that wish to rent their Lots on a Short-term Rental basis are not permitted to manage their own property and must use the services of a property management company that is licensed to the extent required by state law and local ordinances and approved by the Association ("Approved Property Management Company"). In addition, the Board may in its discretion by rule:

(i) Establish procedures and rules governing the qualifications for any property management company to apply to the Association to become an Approved Property Management Company to administer to Short-term rentals;

(ii) Select and limit the number of Approved Property Management Companies permitted to operate within the Property and which must be used by each Owner as a pre-condition of renting or offering to rent such Owner's Lot on a Short-Term Rental basis to three (3) Approved Property Management Companies;

(iii) require that each Owner, as a pre-condition of renting or offering to rent their Lot on a Short-term Rental basis, provide a copy to the Association of such Owners' contract with the Approved Property Management Company;

(iv) require that each Owner, as a pre-condition of renting or offering to rent their Lot on a Short-term Rental basis, charge and collect from the Short-term Rental tenant a facility use fee ("Resort Fee") (which fee the Owner will immediately remit to, or direct its tenant to pay directly to, the Association and which the Owner will be required to pay directly if the Owner fails to collect such Resort Fee from its Short-term Rental tenant) in an amount established by rule from time to time based on the estimated costs that may be incurred, which may include additional costs related to amenities and privileges that may be made available by the Association as well as the additional costs to the Association resulting from the Short-term Rental of such Lot, including the additional burden and costs for security, enforcement of Governing Documents, and cleaning and maintaining the Common Areas and amenities that may result from such Short-term Rental;

(v) charge a fee to inspect a Lot pursuant to inspection requirements applicable to all Lots prior to being rented on a Short-term Rental basis that may be adopted by rule, in the amount established by rule from time to time based on the estimate of the costs to conduct such inspections;

(vi) establish the procedures, rules, and regulations applicable to the Short-term Rental of all Lots, which may relate to, without limitation, applications

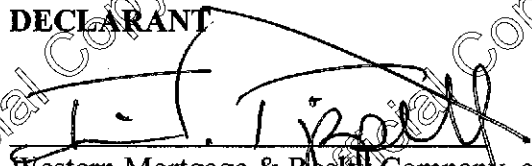
and inspections of Lots, check-in procedures, marketing and advertising methods, rights to access Common Area amenities and facilities, compliance with laws, and any other matter applicable to Short-term Rental of Lots that the Board determines necessary or prudent to continue to allow Short-term Rentals within Marla at Elim Valley, Phase 1 while at the same time protecting the value and desirability of the Property as a harmonious and attractive residential and resort community; and

(vii) establish fines or other remedies or consequences for violations of the procedures, rules and regulations set forth in or established under this Section 12.5(d).

Rules adopted as authorized in this Section 12.5(c) (the "Short-term Rental Rules") shall be deemed to constitute and be a part of the Declaration as of the date recorded with the Washington County, Utah Recorder's Office. Any amendments, additions or changes to the Short-term Rental Rules that are hereafter adopted shall be recorded with the Washington County, Utah Recorder's Office and upon recording shall be deemed to be an amendment to and part of the Declaration. The Board (or Declarant acting pursuant to Section 2.8(c) and Section 15.2) is authorized to amend the Declaration as necessary to reflect and incorporate herein the then effective Short-term Rental Rules. Notwithstanding the foregoing, the recording of the Short-term Rental Rules shall not be a pre-requisite for such rules to be effective.

DATED this 22nd day of September 2022

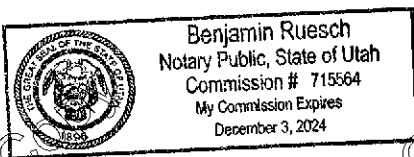
DECLARANT



Western Mortgage & Realty Company, a Washington corporation
By: Tim Tippett, Director Vice President

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On this 22 day of September, 2022, personally appeared before me Tim Tippett, who being duly sworn, says that he is a Director and Vice President of the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its articles of incorporation, bylaws, or by authority of a resolution of its members, and said Tim Tippett acknowledged to me that said corporation executed the same.




Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lots A through F, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.
Tax Parcel Nos. H-MARV-1-A through -F

All of Lots B1 through B12, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-B-1 through -12

All of Lots C1 through C10, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-C-1 through -10

All of Lots D1 through D22, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-D-1 through -22

All of Lots E1 through E5, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-E-1 through -5

All of Lots F1 through F12, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-F-1 through -12

All of Lots G1 through G11, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-G-1 through -11

All of Lots H1 through H18, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-H-1 through -18

All of Lots J1 through J13, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-J-1 through -13

All of Lots K1 through K3, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-K-1 through -3

All of Lots N1 through N5, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-N-1 through -5

All of Lots P1 through P6, inclusive, of Marla at Elim Valley Phase 1, according to the official plat thereof on file and of record in the Office of the Recorder of Washington County, State of Utah.

Tax Parcel Nos. H-MARV-1-P-1 through -6

ALL COMMON AREA AND LIMITED COMMON AREA WITHIN MARLA AT ELIM VALLEY PHASE 1 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH, CONTAINED WITH THE FOLLOWING LEGAL DESCRIPTION:

BEGINNING AT A POINT SOUTH 00°01'19" EAST 1,501.08 FEET ALONG THE SECTION LINE AND WEST 93.19 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE ALONG A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH LIES SOUTH 70°36'03" EAST, A RADIAL DISTANCE OF 1,495.20 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°17'57", A DISTANCE OF 138.29 FEET; THENCE SOUTHERLY, A DISTANCE OF 484.61 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 473.46 FEET AND A CENTRAL ANGLE OF 58°38'42"; THENCE SOUTH 44°32'42" EAST 388.85 FEET; THENCE SOUTHEASTERLY, 190.00 FEET ALONG AN ARC OF A 2,523.75 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 45°27'18" WEST), WITH A CENTRAL ANGLE OF 04°18'49"; THENCE SOUTH 40°13'53" EAST 48.33 FEET; THENCE SOUTH 50°13'38" WEST 305.03 FEET; THENCE SOUTH 68°36'57" WEST 31.70 FEET; THENCE SOUTH 50°13'38" WEST 100.00 FEET; THENCE SOUTH 36°10'07" WEST 54.53 FEET; THENCE SOUTH 46°46'22" WEST 100.14 FEET; THENCE SOUTH 47°15'30" WEST 26.02 FEET; THENCE SOUTH 46°46'22" WEST 95.63 FEET; THENCE SOUTH 25°06'27" WEST 70.42 FEET; THENCE SOUTH 49°46'07" WEST 125.96 FEET; THENCE SOUTH 04°13'17" WEST 128.88 FEET; THENCE NORTH 85°46'43" WEST 160.00 FEET; THENCE NORTH 04°13'17" EAST 30.51 FEET; THENCE NORTH 85°46'43" WEST 132.00 FEET; THENCE SOUTH 04°13'17" WEST 51.52 FEET; THENCE NORTH 85°42'43" WEST 31.43 FEET; THENCE NORTH 40°23'37" WEST 224.09 FEET; THENCE NORTH 83°33'30" WEST 36.68 FEET; THENCE NORTH 06°26'30" EAST 45.17 FEET; THENCE NORTH 83°33'30" WEST 391.27 FEET; THENCE NORTH 06°26'30" EAST 26.90 FEET; THENCE NORTH 83°33'30" WEST 186.17 FEET; THENCE NORTHERLY, 264.38 FEET ALONG AN ARC OF A 1,847.00 FOOT RADIUS CURVE TO THE RIGHT,

*CENTER BEARS SOUTH 85°51'32" EAST, WITH A CENTRAL ANGLE OF 08°12'05";
THENCE SOUTH 77°39'28" EAST 94.00 FEET; THENCE NORTHERLY, 616.17 FEET ALONG
AN ARC OF A 1,753.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH
77°39'28" EAST, WITH A CENTRAL ANGLE OF 20°08'21"; THENCE NORTHERLY, A
DISTANCE OF 806.63 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS
OF 1,664.54 FEET AND A CENTRAL ANGLE OF 27°45'55"; THENCE NORTH 04°42'59"
EAST 102.35 FEET; THENCE EASTERLY, 641.88 FEET ALONG AN ARC OF A 1,326.50
FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 05°02'54" WEST, WITH A
CENTRAL ANGLE OF 27°43'29" TO THE POINT OF BEGINNING.*

LESS AND EXCEPTING THERE FROM:

*ALL PUBLIC STREETS AS DESCRIBED IN MARLA AT ELIM VALLEY, PHASE 1,
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE
RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.
H-MARV-1-COMMON AREA*