

Amended Restrictive Covenants Page 1 of 6  
Gary Christensen Washington County Recorder  
06/21/2023 08:10:23 AM Fee \$40.00 By  
PROSPECT TITLE INSURANCE

WHEN RECORDED, MAIL TO:

CWI Enterprises, LLC  
c/o Wright Homes  
527 E. Pioneer Rd., Suite 100  
Draper, UT 84020  
Attn: Tom Spencer

**APN NUMBERS:** SG-CTC-1-1, SG-CTC-1-2, SG-CTC-1-3, SG-CTC-1-4, SG-CTC-1-5, SG-CTC-1-6, SG-CTC-1-7, SG-CTC-1-27, SG-CTC-1-28, SG-CTC-1-29, SG-CTC-1-30, SG-CTC-1-31, SG-CTC-1-32, SG-CTC-1-33, SG-CTC-1-48, SG-CTC-1-87, SG-CTC-1-88, SG-CTC-1-89, SG-CTC-1-90, SG-CTC-1-91, SG-CTC-1-92, SG-CTC-1-93, SG-CTC-1-94, SG-CTC-1-95, SG-CTC-1-96, SG-CTC-2-8, SG-CTC-2-9, SG-CTC-2-10, SG-CTC-2-11, SG-CTC-2-12, SG-CTC-2-21, SG-CTC-2-22, SG-CTC-2-23, SG-CTC-2-24, SG-CTC-2-25, SG-CTC-2-26, SG-CTC-2-34, SG-CTC-2-35, SG-CTC-2-36, SG-CTC-2-37, SG-CTC-2-38, SG-CTC-2-39, SG-CTC-2-42, SG-CTC-2-43, SG-CTC-2-44, SG-CTC-2-45, SG-CTC-2-46, SG-CTC-3-49, SG-CTC-3-50, SG-CTC-3-51, SG-CTC-3-52, SG-CTC-3-53, SG-CTC-3-54, SG-CTC-3-55, SG-CTC-3-56, SG-CTC-3-68, SG-CTC-3-69, SG-CTC-3-70, SG-CTC-3-71, SG-CTC-3-81, SG-CTC-3-82, SG-CTC-3-83, SG-CTC-3-84, SG-CTC-3-85, SG-CTC-3-86, SG-CTC-4-72, SG-CTC-4-73, SG-CTC-4-74, SG-CTC-4-75, SG-CTC-4-76, SG-CTC-4-77, SG-CTC-4-78, SG-CTC-4-79, SG-CTC-4-80, SG-CTC-4-COMMON, SG-CTC-5-13, SG-CTC-5-14, SG-CTC-5-15, SG-CTC-5-16, SG-CTC-5-17, SG-CTC-5-18, SG-CTC-5-19, SG-CTC-5-20, SG-CTC-5-40, SG-CTC-5-41, SG-CTC-5-57, SG-CTC-5-58, SG-CTC-5-59, SG-CTC-5-60, SG-CTC-5-61, SG-CTC-5-62, SG-CTC-5-63, SG-CTC-5-64, SG-CTC-5-65, SG-CTC-5-66, SG-CTC-5-67, SG-CTC-5-COMMON

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS**

**FOR**

**COTTAM COVE SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR COTTAM COVE SUBDIVISION (this "*Amendment*") is made as of June 20, 2023 by CWI Enterprises, LLC, a Utah limited liability company (the "*Declarant*").

**RECITALS**

A. Declarant is the Declarant under that certain Declaration of Restrictive Covenants for Cottam Cove Subdivision recorded in the Official Records of the Washington County Recorder (the "*Official Records*") on May 20, 2015 as Entry No. 20150017123, as amended by that certain First Supplement to Declaration of Restrictive Covenants for Cottam Cove Subdivision recorded in the Official Records on March 29, 2018 as Entry No. 20180012667, and by that certain Second Supplement to Declaration of Restrictive Covenants for Cottam Cove Subdivision recorded in the

Official Records on July 28, 2020 as Entry No. 20200039256, and by that certain Third Supplement to Declaration of Restrictive Covenants for Cottam Cove Subdivision recorded in the Official Records on August 8, 2022 as Entry No. 20220038251, and by that certain Fourth Supplement to Declaration of Restrictive Covenants for Cottam Cove Subdivision recorded in the Official Records on September 23, 2022 as Entry No. 20220044148 (as amended, the "Declaration"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Declaration.

B. The Period of Administrative Control has not yet expired, and Declarant is authorized to amend the Declaration as provided herein in accordance with Section 5(4).

C. Declarant is the owner of all lots created pursuant to that certain subdivision plat for Cottam Cove Phase 4 (the "Phase 4 Lots") recorded in the Official Records on August 8, 2022 as Entry No. 20220038250 (the "Phase 4 Plat") and annexed into the Cottam Cove Subdivision pursuant to the Third Supplement to Declaration referenced in Recital A above.

D. Declarant is the owner of all lots created pursuant to that certain subdivision plat for Cottam Cove Phase 5 (the "Phase 5 Lots") recorded in the Official Records on September 23, 2022 as Entry No. 20220044147 (the "Phase 5 Plat") and annexed into the Cottam Cove Subdivision pursuant to the Fourth Supplement to Declaration referenced in Recital A above.

E. Declarant is the owner of all other lots that may be platted and annexed into the project in the future in accordance with Section 5(5) of the Declaration.

F. Declarant desires to amend the Declaration as provided in this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amendment to Section 4 of Declaration. Sections 3(2), 3(3), 3(4), 3(5), 3(7), 3(9) and Section 4, ARCHITECTURAL CONTROL COMMITTEE, are hereby deleted in their entirety and replaced with the following:

**SECTION 4. ARCHITECTURAL CONTROLS**

a. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") consisting of three persons appointed by the HOA Board and comprised of lot owners or agents or representatives of lot owners; *provided, however*, that until the expiration of the Declarant's Period of Administrative Control, the Declarant or persons designated by Declarant shall have the sole and exclusive authority to act on behalf of the ARC. After the expiration of the Period of Administrative Control, the HOA Board shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the ARC and to remove members of the ARC with or without cause.

b. Architectural Review Committee Approval. The construction, addition or alteration of any dwelling, building, structure or landscaping ("*Improvement*") on a lot will be subject to the review and approval of the ARC as provided herein. Prior to the commencement of construction of any Improvement, the lot owner shall submit the

construction plans and specifications prepared by a licensed architect and a plan showing the location of the Improvements to the ARC. Any Improvement constructed on a lot shall be designed by and built in accordance with the plans and specifications approved by the ARC. Approval by the ARC is not a substitute for any approvals or reviews required by St. George City or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

c. Residential Dwellings and Other Structures. The construction or alteration of residential dwellings in the project will be subject to the following restrictions:

(i) All single family detached dwellings shall have not less than 1,700 square feet of finished living space; provided, however, that dwellings constructed on the Phase 4 Lots shall have not less than 2,800 square feet of finished living space and not less than a three (3) car garage. As used herein, "finished living space" shall not include garage or below grade basement space.

(ii) For detached dwellings constructed after the date hereof, permitted exterior designs shall be modern farmhouse, prairie and modern/contemporary that include a combination of flat and pitched roofs. Exterior colors shall be subject to the approval of the ARC.

(iii) The location and size of all residential dwellings will be subject to approval of the ARC and must conform to the requirements of the City of St. George.

d. Landscaping. Prior to occupying a residential dwelling or obtaining a certificate of occupancy for such dwelling, front landscaping shall be completed or bonded for to ensure completion. Such landscaping will include, at a minimum, (i) a sprinkler system, (ii) not less than five (5) one-gallon shrubs and (iii) at least 50% of the front yard, excluding driveway areas, shall be grass or artificial grass. The remaining portions of the front yard may be flowerbeds or mineral combination decorative scapes. Corner lots shall have finished landscaping following the aforementioned guidelines on both street sides of the lot to the property lines.

e. Fencing. Except as provided herein, all fencing on a lot shall be block fencing; provided, however, that fencing in back yards of Phase 4 Lots or Phase 5 Lots that abut the back yards of lots in Phase 3 or Phase 5 shall consist of two to three feet of block fencing, with uniform rod iron fencing above the block fencing; and provided further, that all fencing on lots with backyards located on or adjacent to sloped hillsides shall not have block fencing higher than the elevation of the ground floor of the dwelling, and shall have uniform rod iron fencing above the elevation of the ground floor. It is the intent hereof that all fencing above the elevation of the main floor on any sloped side of the backyard of a lot will be uniform rod iron fencing approved by the ARC.

f. Accessory Buildings; Temporary Structures. A detached accessory building may be permitted, subject to all requirements of the City of St. George and all of the covenants, conditions and restrictions in this Declaration. All detached accessory buildings shall compliment in design and composition the dwelling on the lot and in no

event shall such accessory building be permitted with a height greater than the dwelling. No temporary structure, trailer, tent, shack, barn or other outbuilding shall be used or placed on any lot at any time as a residence, either temporarily or permanently. Modular or trailer homes are not permitted under any circumstance.

g. Rock Fall Zone. No habitable dwelling or portion thereof may be constructed within the area shown as the Rock Fall Zone on the Phase 4 Plat or Phase 5 Plat and no accessory building or other structure may be constructed in such Rock Fall Zone without the approval of the City of St. George and the ARC.

h. Appeals Process. After the HOA Board's appointment of the ARC, an applicant may appeal any disapproval of its application to the HOA Board. To request an appeal, the applicant must submit to the HOA Board, no later than fifteen (15) days after the delivery of the notification of disapproval, a copy of the original application (including plans), the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The HOA Board may (i) affirm the ARC's decision, (ii) affirm a portion and overturn a portion of the ARC's decision, or (iii) overturn the ARC's entire decision. The HOA Board shall notify the applicant and the ARC in writing of its decision no later than thirty (30) days after its receipt of the request for appeal with all required information. The HOA Board's decision shall include a description of its reasons for overturning the ARC's decision. During the appeal process, the lot owner shall not commence any work requiring approval hereunder.

i. Review Fee. All applications for review submitted to the ARC shall be subject to payment of a \$500.00 review fee. The ARC may withhold any approval until such fee is paid.

2. All other terms and conditions in the Declaration which are not specifically amended or altered herein are hereby ratified and approved, and shall continue in full force and effect.

G. In the event of any inconsistency between the terms and provisions of this Amendment and the Declaration, this Amendment shall control.

*[Remainder of Page Intentionally Left Blank – Signatures on Following Page]*



**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

That certain real property located in Washington County, Utah and more particularly described as follows:

Lots 1-7, 27-33, 48 & 87-96, Cottam Cove Phase 1, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Lots 8-12, 21-26, 34-39, 42-46, Cottam Cove Phase 2, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Lots 49-56, 68-71, 81-86, Cottam Cove Phase 3, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Lots 72-80, Cottam Cove Phase 4, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

Lots 13-20, 40-41, 57-67, Cottam Cove Phase 5, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.