

Amended Restrictive Covenants Page 1 of 4  
Gary Christensen Washington County Recorder  
06/12/2024 02:53:45 PM Fee \$40.00 By SNOW  
JENSEN & REECE

When Recorded, Return To:

Lewis P. Reece  
SNOW JENSEN & REECE  
912 W. 1600 S. Suite B-200  
St. George, UT 84770

**Second Amendment to the  
Master Declaration of Covenants, Conditions, and Restrictions of  
The Ledges of St. George**

This is the Second Amendment to the **Master Declaration of Covenants, Conditions, and Restrictions of The Ledges of St. George** (hereafter "*Master Declaration*"), which was recorded on March 8, 2006, in the Office of the Washington County Recorder as Document No. 20060007014. The Master Declaration, and any amendments, supplements, or annexations thereto, presently affect real property located in Washington County, Utah, which is more particularly described in Exhibit A attached hereto (hereinafter the "*Property*").

This amendment is made by the Declarant pursuant to its unilateral authority under Section 15.2 of the Master Declaration to amend the Master Declaration.

**Recitals**

WHEREAS, the Declarant has determined to amend the Master Declaration to clarify the same and to set forth plainly that all property owners within The Ledges of St. George Master Owner's Association ("LHOA") are subject to all assessments, fees, charges and other levies;

WHEREAS, the Board of LHOA has also determined that an amendment to the Master Declaration is necessary to clarify the fines and assessments to match those set forth in the Architectural Regulations & Standards utilized by the Architectural Control Committee;

WHEREAS, the Board of the LHOA has also determined that the architectural review process should be clarified in the Master Declaration so that it is clear applications are not automatically approved but require some affirmative action by the Architectural Control Committee before approval of any plans, designs or work;

WHEREAS, the LHOA Board believes in good faith that all of the foregoing recitals and purposes are in the best interests of LHOA members;

NOW THEREFORE, the Declarant of The Ledges Master Owners Association makes the following Amendment to the Master Declaration.

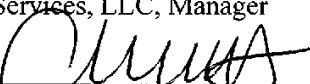
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IN WITNESS WHEREOF, the undersigned, as the Declarant herein, has hereunto set its hand this 21 day of May, 2024.

DECLARANT

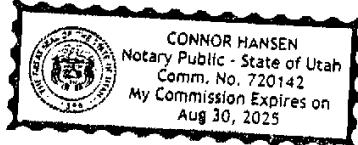
Valderra Development, LLC  
By: Valderra Investment Partners, LLC,  
Manager

By: DMS Services, LLC, Manager

By   
Charlene Huber, Trustee of the Alan E.  
Wright Revocable Trust, uad, January 3,  
2018, Manager.

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

SUBSCRIBED, SWORN AND ACKNOWLEDGED BEFORE ME this 21 day of May, 2024, by Charlene Huber, Trustee of the Alan E. Wright Revocable Trust, uad, January 3, 2018, which is the manager of DMS Services, LLC, which is the manager of Valderra Investment Partners, LLC, which is the manager of Valderra Development, LLC.



Notary Public  
Residing at: Millcreek, UT

**Amendments****Article 4 of the Master Declaration.**

All language in Article 4 of the Master Declaration that excepts or excludes assessments against the “Declarant” or that exempts the “Declarant’s” property from any lien or assessment applies only to the undersigned Declarant and to those to whom the undersigned Declarant has given a written exception as a partial declarant, and to no other person or entity or Unit or Owner who claims any status as a declarant. In other words, except for the undersigned Declarant and those to whom Declarant has given a written exception as a partial declarant, all other Units and Owners are subject to the various assessments described in Article 4 of the Master Declaration regardless of the time when or how they acquired title to the Unit.

**Article 6 of the Master Declaration.**

Article 6.1 of the Master Declaration is amended to include the following language at the end of the paragraph: “Notwithstanding anything herein to the contrary or anything in the ACC rules and regulations to the contrary, no plans and specifications of any kind, nature, shape, height, materials, colors, location, etc., shall be approved or shall be deemed approved by the ACC or the Board absent an affirmative written notice of approval by the ACC or the Board.”

Section 16.3 of the Master Declaration is amended in its entirety to read as follows:

**16.3. Fines and Penalties.**

The Board may levy a fine or penalty not to exceed, for each violation, up to Five Hundred Dollars (\$500.00) per day against any Unit or Owner who violates this Declaration or any rule or regulation established pursuant to the authority of this Declaration. The Board may establish time frames and requirements for written notice, hearings, and cure periods for Units or Owners prior to levying such fine or penalty. Any fine or penalty levied by the Board or under authority of the Board shall be treated as an assessment recoverable by the Association under and collectable in accordance with Article 4.

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Except as amended herein, all other existing provisions of the Master Declaration and amendments thereto shall remain the same.

(Signatures on the Next Page)

EXHIBIT A  
(Legal Description)

All lots in the following recorded subdivisions, according to the Official Plats thereof on file in the Office of the County Recorder of Washington County, State of Utah, to wit:

The Ledges of St George – Phase 1 Amended

The Ledges of St George – Phase 2

The Ledges of St George – Phase 4

The Ledges of St George – Phase 5

The Ledges of St George – Phase 6

The Ledges of St George – Phase 8

The Ledges of St George – Phase 10

The Ledges of St George – Phase 5 & Phase 10 Partial Amendment A

Tax ID Numbers:

SG-LOSG-1-101 through SG-LOSG-1-128

SG-LOSG-2-201 through SG-LOSG-2-251

SG-LOSG-4-401 & SG-LOSG-4-402

SG-LOSG-5-501 through SG-LOSG-5-534

SG-LOSG-6-601 through SG-LOSG-6-621

SG-LOSG-8-801 through SG-LOSG-8-812

SG-LOSG-10-1001 through SG-LOSG-10-1041

SG-LOSG-10-1011-A & SG-LOSG-10-1012-A-1-B

SG-LOSG-5-519-A-1-A & SG-LOSG-10-1012-B