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**DOC # 20240032077**

Restrictive Page 1 of 6  
Gary Christensen Washington County Recorder  
10/10/2024 03:14:32 PM Fee \$ 40.00  
By G T TITLE



**FOURTH AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR PECAN VALLEY RESORT**

THIS FOURTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR PECAN VALLEY RESORT is made and executed on the date set forth below and shall be effective upon recording in the Washington County Recorder's Office.

**RECITALS**

A. The Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pecan Valley Resort was recorded in the Washington County Recorder's Office on March 11, 2021 as Entry No. 20210017451 (the "Declaration").

B. The Declaration was amended by the First Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pecan Valley Resort recorded in the Washington County Recorder's Office on January 17, 2023 as Entry No. 20230001353.

C. The Declaration was next amended by the Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pecan Valley Resort recorded in the Washington County Recorder's Office on February 8, 2024 as Entry No. 20240003929.

D. The Declaration was next amended by the Third Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Pecan Valley Resort recorded in the Washington County Recorder's Office on April 3, 2024 as Entry No. 20240010067.

E. Whereas, the Declarant believes it to be in the Association's best interest to further amend certain provisions of the Declaration.

F. Whereas, at the time of this amendment, the Declarant Control Period has not yet expired.

G. Pursuant to Sections 7.8 and 14.2 of the Declaration, until termination of the Declarant Control Period, the Declarant may amend the Declaration for any purpose whatsoever, and without the consent or approval of any Owners or Members, or any other Person.

**AMENDMENT**

**Part One**

Section 1.19 of the Declaration is hereby revised and amended to include the following, final sentence:

*The Resort Facilities described in Section 8.18 herein shall be included in the Common Area if said facilities are owned by the Association regardless of whether they are leased or operated by a third party.*

**Part Two**

Section 8.18 of the Declaration is hereby revised and amended to read as follows:

8.18 ***Resort Facilities.*** *Certain facilities and areas within the Covered Property may be open for use and enjoyment by the public. Such facilities and areas may include, by way of example, pavilions, lawn areas, sports areas, club houses, pools, splash pads, trails, paths, and other areas conducive to gathering and interaction ("Resort Facilities"). The Association or any third party granted rights to manage or operate any of the Resort Facilities may sell memberships to the Resort Facilities to individuals who are not Owners. The availability of the Resort Facilities to non-Owners does not alleviate any Owner of the responsibility for any assessment described herein nor does it affect the designation of the Resort Facilities as Common Area as described in Section 1.19.*

(a) **IMPORTANT DISCLOSURES:**

- i. *Resort Facilities may be privately owned, leased, or operated by persons or entities other than the Association and may be made available for use by Owners and non-Owners and for other recreational purposes pursuant to agreements with the Association. IT IS ANTICIPATED THAT THE RESORT FACILITIES, IN WHOLE OR IN PART, WILL BE OWNED, LEASED, AND/OR OPERATED BY ENTITIES THAT ARE AFFILIATED WITH THE DECLARANT AND THAT SAID ENTITIES WILL CHARGE THE HOA FOR USE OF ANY FACILITIES OWNED OR OPERATED BY THEM. For instance, certain principles of the Declarant entity are affiliated with PV Resort Amenities, Inc., the entity contracted to manage operations of the Resort Facilities. Contracts and records regarding such affiliations shall be available to Lot Owners upon request to the Association.*
- ii. *IT IS ANTICIPATED THAT, DURING THE DECLARANT CONTROL PERIOD, AT A TIME WHEN THE ASSOCIATION IS IN A FINANCIAL POSITION TO PURCHASE THE RIGHTS TO MANAGE OPERATIONS OF THE RESORT FACILITIES, IT WILL PURCHASE SUCH RIGHTS FROM PV RESORT AMENITIES, INC. AT FAIR MARKET VALUE.*

(b) *Access to and use of the Resort Facilities is strictly subject to the rules and agreements between the owner, lessee, or operator of the Resort Facilities and the patron. The right to use the Resort Facilities is based on this Declaration and any agreement between the owner, lessee, or operator of the Resort Facilities and the patron. No consent of the Owners is necessary to transfer ownership or control of the Resort Facilities or to sell access to the Resort Facilities.*

(c) *All Owners agree that no representation or warranties have been or are made by Declarant, the Association or by any person acting on behalf of any of the foregoing, with regard to the continuing ownership, operation, or availability of any Resort Facility. No representation has been made concerning the scope of the amenities included in the Resort Facilities or when the Resort Facilities will be constructed.*

(d) *So long as the Resort Facilities or any portion thereof are owned, controlled or operated by the Association and regardless of whether they are also owned, leased, or operated by a third party, the Association is authorized to charge its Members and Occupants for access to the Resort Facilities. Without limitation, such charges may be levied as Special*

*Use Fees (whether characterized as such or as "resort fees" or otherwise), Assessments, or any combination thereof. The Board, in its sole discretion, shall have authority to determine the amounts to charge the Members for access to the Resort Facilities, the methods for calculating such amounts, and to change the amounts and methods from time to time.*

**(e) NOTICE REGARDING FUNDING OF RESORT FACILITIES DEVELOPMENT:**

- i. In order to provide the Resort Facilities, the Declarant has or will advance money for the benefit of the Association for the construction of the Resort Facilities.*
- ii. All terms of the advancement has been or shall be set forth in a written reimbursement agreement ("Agreement") between the Association and the Declarant, which will be a record available to Lot Owners upon request to the Association.*
- iii. In order to enable the Association to remain fiscally sound, and to relieve Lot Owners from additional monthly assessment obligations, the Declarant has agreed that the repayment of the advancement may be through Reinvestment Fees, as opposed to other assessment types. Accordingly, the terms of the Agreement enable the Association to use a portion or all of the funds it collects from Reinvestment Fees to repay the outstanding principal owed to the Declarant under the Agreement.*

\*\*\*\* End of Amendment \*\*\*\*

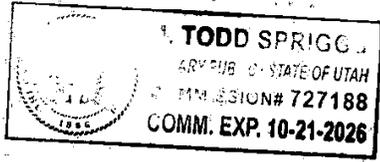
PECAN VALLEY HOLDINGS, LLC

*By: Chris Wytler*  
Its: *manager*

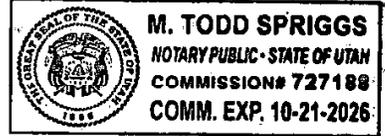
STATE OF UTAH )  
  ) :SS  
County of *Washington* )



Subscribed and sworn before me this 26 day of September, 2024.



  
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Notary Public for Utah



**EXHIBIT A**

**PROPERTY DESCRIPTION**

Lot Common

Lots 101-154, /2nd

Pecan Valley Resort Phase 1 Amended:

**WEST PORTION:**

BEGINNING AT A POINT S 1°07'30" W 259.79 FEET ALONG THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°52'30" W 689.40 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING ON THE WEST BOUNDARY LINE OF PECAN VALLEY PHASE 3 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) S 1°09'32" W 42.46 FEET, (2) THENCE S 1°05'47" W 1030.31 FEET, (3) THENCE S 88°34'06" E 26.00 FEET; THENCE S 1°05'47" W 96.00 FEET, THENCE N 88°34'06" W 183.00 FEET, TO A POINT ON THE EAST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20140011173, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 1°05'47" E 1147.86 FEET ALONG SAID LINE AND THE EXTENSION THEREOF; THENCE S 88°54'31" E 137.05 FEET, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.39 FEET THROUGH A CENTRAL ANGLE OF 89°55'57", TO THE POINT OF BEGINNING.

CONTAINS 182,869 SQ FT OR 4.20 ACRES MORE OR LESS

**EAST PORTION:**

BEGINNING AT A POINT S 1°07'30" W 669.70 FEET ALONG THE EAST LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°52'30" W 357.90 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 15, AND RUNNING THENCE S 1°09'43" W 284.62 FEET; THENCE N 88°34'11" W 279.02 FEET, TO A POINT BEING ON THE EAST BOUNDARY LINE OF PECAN VALLEY PHASE 3 AMENDED, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 1°05'47" E 285.40 FEET ALONG SAID LINE; THENCE S 88°24'35" E 279.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 79,568 SQ FT OR 1.83 ACRES MORE OR LESS

**INCLUDING THE FOLLOWING PARCELS:**

- |              |              |              |              |
|--------------|--------------|--------------|--------------|
| H-PEVR-1-101 | H-PEVR-1-115 | H-PEVR-1-129 | H-PEVR-1-143 |
| H-PEVR-1-102 | H-PEVR-1-116 | H-PEVR-1-130 | H-PEVR-1-144 |
| H-PEVR-1-103 | H-PEVR-1-117 | H-PEVR-1-131 | H-PEVR-1-145 |
| H-PEVR-1-104 | H-PEVR-1-118 | H-PEVR-1-132 | H-PEVR-1-146 |
| H-PEVR-1-105 | H-PEVR-1-119 | H-PEVR-1-133 | H-PEVR-1-147 |

H-PEVR-1-106	H-PEVR-1-120	H-PEVR-1-134	H-PEVR-1-148
H-PEVR-1-107	H-PEVR-1-121	H-PEVR-1-135	H-PEVR-1-149
H-PEVR-1-108	H-PEVR-1-122	H-PEVR-1-136	H-PEVR-1-150
H-PEVR-1-109	H-PEVR-1-123	H-PEVR-1-137	H-PEVR-1-151
H-PEVR-1-110	H-PEVR-1-124	H-PEVR-1-138	H-PEVR-1-152
H-PEVR-1-111	H-PEVR-1-125	H-PEVR-1-139	H-PEVR-1-153
H-PEVR-1-112	H-PEVR-1-126	H-PEVR-1-140	H-PEVR-1-154
H-PEVR-1-113	H-PEVR-1-127	H-PEVR-1-141	H-PEVR-1-COMMON
H-PEVR-1-114	H-PEVR-1-128	H-PEVR-1-142	

**Pecan Valley Phase 3:**

All of Lots 38 – 60, Pecan Valley Phase 3 (H), a Residential Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah. TOGETHER WITH all improvements and appurtenances thereunto belonging, and SUBJECT TO easements, restrictions, reservations, and rights of way currently appearing of record and those enforceable in law and equity and property taxes for the year 2021 and subsequent years.

PARCEL ID Numbers:

H-PEV-3-38 through H-PEV-3-60