

Amended Restrictive Covenants Page 1 of 3
Gary Christensen Washington County Recorder
12/20/2024 03:43:21 PM Fee \$88.00 By
SOUTHERN UTAH TITLE COMPANY

When Recorded return to:
Hurricane Valley Developers, LLC
321 N Mall Drive Suite O-202
St. George, Utah 84790

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SAND HOLLOW VILLAGE SUBDIVISION**

This AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SAND HOLLOW VILLAGE SUBDIVISION (this "Amendment") is adopted by Hurricane Valley Developers, LLC, a Utah limited liability company ("Declarant").

RECITALS

1. The DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR SAND HOLLOW VILLAGE SUBDIVISION was recorded in the office of the County Recorder of Washington County, Utah on or about the 22nd day of May, 2024 as Entry No. 20240016035 of the Official Records (the "Declaration").

- 2.** The Declarant desires to grant certain rights, privileges, and restrictions to the Owners of Lots in said Sand Hollow Village Subdivision's Phases 1 as set forth in number 5.8(a) and 6.5 of said declaration.
- 3.** Hurricane Valley Developers, LLC is the Declarant as identified and set forth in the Declaration.
- 4.** Hurricane Valley Developers, LLC has the right to amend the Declaration as set forth in the Declaration.
- 5.** The following amendment to the Declaration affects the real property located in Washington County, Utah described with particularity in the attached legal description hereto and incorporated herein by this reference.

AMENDMENT

NOW, THEREFORE, for the purposes recited above and for the benefit of the Lot Owners thereof, Declarant hereby executes this AMANDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAND HOLLOW VILLAGE SUBDIVISION PHASE 1 for and on behalf of all the Lot owners.

- 1.** No. 5.8(a) Commencement and Completion of Construction is hereby Amended to read as follows: Home Construction on a Lot must commence withing forty-eight months from the date a Lot is purchased from Developer by Owner. Once construction of a dwelling Unit has commenced, it must be completed within twelve months from the date construction commences.

2. No. 6.5 restated in its entirety, but with specific changes starting with:

Notwithstanding the foregoing, until December 31, 2030, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Declaration of the Plat, or both, as the Declarant, in its absolute and sole discretion deems reasonable, necessary, or desirable. Any amendment under this provision shall be accomplished through the recordation of an instrument executed by the Declarant.

Approval of the Owners is not required for such amendments. Until all of the Lots in the Property have been sold to purchases, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable:

(a) to more accurately express the intent of any provision of this Declaration light of then existing circumstances, information or mortgage requirements, (b) to better insure, in light of then existing circumstances of information, workability of the arrangement which in contemplated by this Declaration; or

(c) to conform this Declaration, or any amendment thereto, to local ordinances, to Utah law, or to the requirements of law of any other jurisdiction or state where the project may be registered, or as may be amended from time to time, or to confirm to the underwriters' guidelines of major secondary market investors in order to facilitate the availability of financing.

3. Incorporation of Prior Terms. It is expressly agreed that this Amendment is supplemental to the Declaration which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment are made a part of this Amendment as though they were expressly rewritten, incorporated and included herein. In the event or any conflict, inconsistency or incorrectly between the provision of this Amendment and any of the provisions of the Declaration, the former shall in all respects govern and control.

4. Covenant Binding. The provisions of this Amendment will be a covenant which runs with the land and is binding on all heirs, successors, and assigns.

5. Effective Date. The effective date of this AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Sand Hollow Subdivision is the date the document is recorded in the office of the County Recorder of Washington County.

IN WITNESS WHEREOF, the Declarant executes this Amendment of the date below and verifies that this Amendment was adopted properly pursuant to the terms of the Declaration.

DATED: December 19, 2024

Hurricane Valley Developers, LLC

By: [Signature] Jared Westhoff, Manager

Its: President
Manager

State of Utah

County of Washington

On this the 19 day of December, 2024 personally appeared before me Jared Westhoff, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of Hurricane Valley Developers, LLC and that he executed the foregoing Amendment of Declaration on behalf of said Hurricane Valley Developers, LLC, being authorized and empowered to do so by the governing documents of said Hurricane Valley Developers, LLC or resolution of its owners, and he acknowledged before me that such Hurricane Valley Developers, LLC executed the same for the uses and purposes stated therein.

[Signature]
Notary Public
My Commission Expires

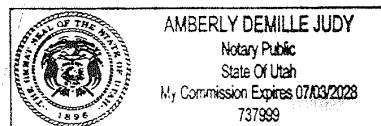


EXHIBIT A
Legal Description

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°31'38"W 591.90 FEET; THENCE NORTH 736.61 FEET TO THE POINT OF BEGINNING; THENCE N89°18'42"W 913.24 FEET TO THE EASTERLY BOUNDARY OF ANTENNA AVENUE; THENCE N31°12'43"E ALONG SAID BOUNDARY 22.07 FEET; THENCE NORTHERLY ALONG THE ARC OF A 512.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 272.92 FEET, THROUGH A CENTRAL ANGLE OF 30°32'28" (LONG CHORD BEARS: N15°56'29"E 269.70 FEET); THENCE N00°40'17"E 251.78 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°01'01" (LONG CHORD BEARS: N45°40'47"E 28.29 FEET) TO THE SOUTH BOUNDARY LINE OF TURF SOD ROAD; THENCE S89°18'42"E 831.16 FEET TO A POINT OF CUSP; THENCE SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 70.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S44°18'42"E 28.28 FEET); THENCE S00°41'18"W 52.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S00°41'18"W, A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 181.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S44°18'42"E 28.28 FEET); THENCE S00°41'18"W 52.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S00°41'18"W, A DISTANCE OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS: S45°41'18"W 28.28 FEET); THENCE S00°41'18"W 95.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 467,785 SQUARE FEET OR 10.739 ACRES.

All of Lots 1-34, SAND HOLLOW VILLAGE PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

H-SHVL-1-1, H-SHVL-1-2, H-SHVL-1-3, H-SHVL-1-4, H-SHVL-1-5, H-SHVL-1-6, H-SHVL-1-7, H-SHVL-1-8, H-SHVL-1-9, H-SHVL-1-10, H-SHVL-1-11, H-SHVL-1-12, H-SHVL-1-13, H-SHVL-1-14, H-SHVL-1-15, H-SHVL-1-16, H-SHVL-1-17, H-SHVL-1-18, H-SHVL-1-19, H-SHVL-1-20, H-SHVL-1-21, H-SHVL-1-22, H-SHVL-1-23, H-SHVL-1-24, H-SHVL-1-25, H-SHVL-1-26, H-SHVL-1-27, H-SHVL-1-28, H-SHVL-1-29, H-SHVL-1-30, H-SHVL-1-31, H-SHVL-1-32, H-SHVL-1-33, and H-SHVL-1-34