

Amendments Page 1 of 6
Gary Christensen Washington County Recorder
11/10/2025 08:14:20 AM Fee \$184.00 By JF
CAPITAL

When Recorded, Return To:
Henry Walker Construction, LLC
Attn: Legal Department
1216 W Legacy Crossing Blvd., Ste. 300
Centerville, UT 84014

**FIRST AMENDMENT TO
THE SUPPLEMENTAL DECLARATION FOR BECCO CREEK TOWNHOMES AT
DIVARIO SUBDIVISION, A NEIGHBORHOOD AT DIVARIO
(Washington County, Utah)**

This First Amendment to the Supplemental Declaration for Becco Creek Townhomes at Divario Subdivision, a Neighborhood at Divario (hereinafter “First Amendment”) hereby amends that certain Supplemental Declaration for Becco Creek Townhomes At Divario Subdivision, a Neighborhood at Divario, recorded January 2, 2024, as Entry No. 20240000131 in the office of the Washington County Recorder, as amended (“Neighborhood Declaration”), and is hereby adopted by Henry Walker Construction, LLC, a Utah limited liability company (“Declarant”) and made effective as of the date recorded in the Washington County Recorder’s Office.

RECITALS:

- A. This First Amendment affects and concerns the real property located in Washington County, Utah, and more particularly described in the attached Exhibit “A” (“Property”). **Affecting Parcel Nos. SG-BCD-1 through SG-BCD-81.**
- B. The Property is subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Divario, a Master Planned Community Washington County, Utah, recorded in the office Washington County Recorder on October 2, 2019, as Entry No. 20190040541, as amended (“Master Declaration”).
- C. Pursuant to Article 1.10 of the Neighborhood Declaration, the Property remains within the Declarant Control Period.
- D. Pursuant to Article 10.1 of the Neighborhood Declaration, Declarant, upon written approval of the Master Declarant, may amend the Neighborhood Declaration in Declarant’s sole discretion.
- E. St. George 730, LLC, a Nevada limited liability company (“Master Declarant”), provided their written approval of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Neighborhood Declaration, as amended, remains in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) they have read the First Amendment, (ii) they have authority to act for the entity designated below, and (iii) they shall execute the First Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Neighborhood Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Neighborhood Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENT

5. The definition in Article 1.22 "Residence" of the Neighborhood Declaration is hereby supplemented as follows:

Residence shall include all Improvements used in connection with such Residence. Pipes, wires, conduits, or other utility lines or installations constituting a part of the Residence or serving only the Residence shall be part of the Residence.

6. Articles 3.2 and 3.3 of the Neighborhood Declaration are hereby deleted in their entirety and replaced with the following:

3.2 Association Maintenance of Common Areas & Areas Outside the Footprint of the Residence. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain, repair and replace all Common Areas, as well as the Improvements and landscaping located in Common Areas or located within the Lots (but located outside the footprint of the Residence) in good order and repair.

(a) Landscaping. The Association shall contract with a third party to perform general landscaping maintenance of the Common Areas and areas outside the footprint of the Residence. The Association may adopt Rules to add further detail with regard specific landscape maintenance services provided by the Association and

those responsibilities (if any) of Owners concerning items including, but not limited to: gardens, flowerbeds and related items.

3.3 Association Maintenance of Residences. The Association shall maintain, repair, and replace all exterior and structural components of the Residences including the roofs, shingles, rain gutters and downspouts, exterior walls, and foundations. Exterior wall maintenance by the Association does not include: doors, doorframes, garage doors, windows, window frames, window wells, skylights, patio doors, or glass of any kind. Further, all other Improvements within the footprint of the Residence (including but not limited to driveways, porches, and patios) shall be maintained by the Association. All interior component and any other components of the Residences not expressly maintained by the Association shall be the responsibility of the Owner.

HENRY WALKER DEVELOPMENT, LLC (the Declarant)

By: 

Its: Manager

STATE OF UTAH)

: ss

COUNTY OF DAVIS)

On this 10th day of Nov., 2025, personally appeared before me Owen Fisher, who being by me duly sworn, did say that they are a manager for Henry Walker Development, LLC, and that the within and foregoing instrument was signed on behalf of said limited liability company and duly acknowledged to me that they executed the same.

Kaila Johnson
Notary Public

Residing at: DAVIS County, UT
My Commission Expires: 04/25/2028



EXHIBIT "A"
Exhibit A

(Project Legal Description)

Beginning at a point on the easterly line of Divario Canyon Drive, said point being North 88°32'37" West 865.26 feet along the section line and North 2,139.20 feet from the Southeast Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running; thence northeasterly the following (2) courses along said easterly line of Divario Canyon Drive; thence North 24°07'59" East 329.98 feet; thence Northeast 784.33 feet along an arc of a 897.00 foot radius curve to the right (center bears South 65°52'00" East, long chord bears North 49°10'58" East 759.58 feet with a central angle of 50°05'57") to the southwesterly line of Plantations Drive; thence southeasterly the following (2) courses along said southwesterly line of said Plantations Drive; thence Southeast 45.58 feet along an arc of a 30.00 foot radius curve to the right (center bears South 15°51'24" East, long chord bears South 62°19'50" East 41.32 feet with a central angle of 87°03'07"); thence North 71°11'45" East 45.00 feet; thence Southeast 409.58 feet along an arc of a 1,150.00 foot radius curve to the left (center bears North 71°11'47" East, long chord bears South 29°00'25" East 407.42 feet with a central angle of 20°24'23"); thence South 50°47'23" West 199.24 feet; thence South 64°53'04" West 51.63 feet; thence South 77°09'41" West 45.67 feet; thence South 57°21'36" West 74.16 feet; thence South 81°32'42" West 114.32 feet; thence South 53°45'08" West 59.62 feet; thence South 56°50'09" West 147.37 feet; thence South 66°41'43" West 150.07 feet; thence South 63°44'45" West 177.57 feet; thence North 71°43'36" West 101.97 feet to the Point of Beginning.

"Boundary Description for PA-18" (Labeled as such for reference purposes only)



BECCO CREEK AT DIVARIO PARCEL NUMBERS

LOT 1	SG-BCD-1
LOT 2	SG-BCD-2
LOT 3	SG-BCD-3
LOT 4	SG-BCD-4
LOT 5	SG-BCD-5
LOT 6	SG-BCD-6
LOT 7	SG-BCD-7
LOT 8	SG-BCD-8
LOT 9	SG-BCD-9
LOT 10	SG-BCD-10
LOT 11	SG-BCD-11
LOT 12	SG-BCD-12
LOT 13	SG-BCD-13
LOT 14	SG-BCD-14
LOT 15	SG-BCD-15
LOT 16	SG-BCD-16
LOT 17	SG-BCD-17
LOT 18	SG-BCD-18
LOT 19	SG-BCD-19
LOT 20	SG-BCD-20
LOT 21	SG-BCD-21
LOT 22	SG-BCD-22
LOT 23	SG-BCD-23
LOT 24	SG-BCD-24
LOT 25	SG-BCD-25
LOT 26	SG-BCD-26
LOT 27	SG-BCD-27
LOT 28	SG-BCD-28
LOT 29	SG-BCD-29
LOT 30	SG-BCD-30
LOT 31	SG-BCD-31
LOT 32	SG-BCD-32
LOT 33	SG-BCD-33
LOT 34	SG-BCD-34
LOT 35	SG-BCD-35
LOT 36	SG-BCD-36
LOT 37	SG-BCD-37
LOT 38	SG-BCD-38

LOT 39	SG-BCD-39
LOT 40	SG-BCD-40
LOT 41	SG-BCD-41
LOT 42	SG-BCD-42
LOT 43	SG-BCD-43
LOT 44	SG-BCD-44
LOT 45	SG-BCD-45
LOT 46	SG-BCD-46
LOT 47	SG-BCD-47
LOT 48	SG-BCD-48
LOT 49	SG-BCD-49
LOT 50	SG-BCD-50
LOT 51	SG-BCD-51
LOT 52	SG-BCD-52
LOT 53	SG-BCD-53
LOT 54	SG-BCD-54
LOT 55	SG-BCD-55
LOT 56	SG-BCD-56
LOT 57	SG-BCD-57
LOT 58	SG-BCD-58
LOT 59	SG-BCD-59
LOT 60	SG-BCD-60
LOT 61	SG-BCD-61
LOT 62	SG-BCD-62
LOT 63	SG-BCD-63
LOT 64	SG-BCD-64
LOT 65	SG-BCD-65
LOT 66	SG-BCD-66
LOT 67	SG-BCD-67
LOT 68	SG-BCD-68
LOT 69	SG-BCD-69
LOT 70	SG-BCD-70
LOT 71	SG-BCD-71
LOT 72	SG-BCD-72
LOT 73	SG-BCD-73
LOT 74	SG-BCD-74
LOT 75	SG-BCD-75
LOT 76	SG-BCD-76
LOT 77	SG-BCD-77
LOT 78	SG-BCD-78
LOT 79	SG-BCD-79
LOT 80	SG-BCD-80
LOT 81	SG-BCD-81
CLUBHOUSE/COMMON SPACE	SG-BCD-82