

**FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ARROWHEAD RANCH**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ARROWHEAD RANCH ("First Amendment") is made and executed by the Declarant, Arrowhead Ranch, LLC (the "Declarant"), on the date set forth below and shall be effective upon recording in the Office of the Utah County Recorder.

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions for Arrowhead Ranch was recorded in the Utah County Recorder's Office on May 9, 2024 as Entry No. 30311:2024 (the "Declaration").
- B. This First Amendment affects the real property situated in Payson, Utah County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Amendment by reference (the "Property") and shall be binding on all parties having or acquiring any right, title, or interest to the Property or any part thereof.
- C. Pursuant to Section 14.1 of the Declaration, the Declarant has the right to unilaterally amend the Declaration and execute this First Amendment.
- D. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- E. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- F. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

FIRST AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 15.3A (Development Agreement) is hereby added to the Declaration and shall read as follows:

15.3A Development Agreement. The construction and development of the Project may be made pursuant to a development agreement entered into between the City and the Declarant. The Declarant shall have all rights and authority to fulfill its obligations under the development agreement and such development agreement may be amended from time to time as may be agreed upon between the City and the Declarant.

2. Section 18.15 (Infrastructure & Utility Reimbursements) is hereby added to the Declaration and shall read as follows:

18.15 Infrastructure & Utility Reimbursements. It is anticipated in the future that local governments (city, county and state levels) along with public or private utility companies (or other entities on their behalf) may provide reimbursement of all or a portion of impact fees, connection fees, offset credits and/or any other fees paid for by the developer, Declarant or its affiliates. The Declarant (or its affiliates) is entitled to any such reimbursements and no Owner or the Association shall be entitled to such reimbursements. Should any such reimbursements be directly sent to an Owner or the Association, such reimbursements shall be promptly forwarded to the Declarant at the address shown in the records of the Department of Commerce or as otherwise agreed. The Declarant shall then forward the reimbursements to its proper affiliate, if applicable. Notwithstanding anything to the contrary contained in this Declaration, this Section 18.15 may not be amended without approval of the Declarant until at least ten (10) years have passed after the Control Period has ended.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Arrowhead Ranch this 16th day of December, 2024.

Declarant

Arrowhead Ranch, LLC

a Utah Limited Liability Company

Signature: 

Name: Ross Holliday

Title: Manager

State of Utah)
) ss.
County of Salt Lake)

On the 16 day of December 2024, Ross Holliday [Name] personally appeared before me who by me being duly sworn, did say that she/he is an authorized representative of Arrowhead Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.




Notary Public 

EXHIBIT A
Legal Description and Parcel Numbers

All of Arrowhead Ranch Plat "A" Phase 1 Plat as recorded in the Office of the Utah County Recorder, including Lots 1-34,75-159 and Common Area.

Parcel Numbers: 34:770:0001 through 34:770:0034
 34:770:0075 through 34:770:0159
 34:770:0160 (Common Area)

All of Arrowhead Ranch Plat "B" Plat as recorded in the Office of the Utah County Recorder, including Lots 1-103 and Common Area.

Parcel Numbers: 34:766:0001 through 34:766:0103
 34:766:0104 (Common Area)
 34:766:0105 (Common Area)

COM N 7.048 FT & E 2159.27 FT FR W 1/4 COR. SEC. 3, T9S, R2E, SLB&M.; N 89 DEG 29' 8" E 279.86 FT; N 88 DEG 48' 5" E 547.41 FT; N 88 DEG 50' 14" E 786.17 FT; S 0 DEG 46' 35" W 840.03 FT; S 88 DEG 58' 46" W 912.07 FT; S 88 DEG 55' 53" W 655.66 FT; N 0 DEG 58' 27" W 13.2 FT; N 0 DEG 58' 27" W 92.42 FT; N 0 DEG 58' 27" W 80.32 FT; N 0 DEG 58' 27" W 80.32 FT; N 0 DEG 58' 27" W 80.32 FT; N 0 DEG 58' 27" W 80.32 FT; N 0 DEG 58' 27" W 80.32 FT; N 0 DEG 58' 27" W 92.42 FT; N 0 DEG 34' 46" W 53.93 FT; S 89 DEG 25' 14" W 20.42 FT; N 0 DEG 58' 27" W 3.92 FT; N 0 DEG 58' 27" W 101.02 FT TO BEG. AREA 30.450 AC.

Parcel Number: 30:009:0124

COM N 419.91 FT & W 1627.742 FT FR SE COR. SEC. 3, T9S, R2E, SLB&M.; N 0 DEG 46' 35" E 1421.15 FT; W 728.76 FT; S 88 DEG 58' 46" W 181.56 FT; S 88 DEG 55' 53" W 655.07 FT; S 0 DEG 58' 25" E 16.66 FT; S 0 DEG 58' 26" E 28.99 FT; S 0 DEG 58' 27" E 90.39 FT; S 0 DEG 58' 26" E 79.98 FT; S 0 DEG 58' 27" E 79.98 FT; S 0 DEG 58' 27" E 79.98 FT; S 0 DEG 58' 26" E 79.98 FT; S 0 DEG 58' 26" E 79.98 FT; S 0 DEG 58' 26" E 79.98 FT; S 89 DEG 1' 33" W 99.97 FT; S 89 DEG 1' 34" W 28.99 FT; S 89 DEG 1' 34" W 28.99 FT; S 89 DEG 1' 33" W 99.97 FT; S 89 DEG 1' 33" W 99.97 FT; S 89 DEG 1' 31" W 28.99 FT; S 89 DEG 1' 33" W 25.96 FT; ALONG A CURVE TO R (CHORD BEARS: N 75 DEG 26' 14" W 17.67 FT, RADIUS = 32.99 FT); S 89 DEG 1' 33" W 94.23 FT; S 2 DEG 15' 23" W 772.72 FT; S 89 DEG 37' 53" E 2090.08 FT TO BEG. AREA 59.752 AC.

Parcel Number: 30:009:0125

COM S 843.873 FT & E 700.015 FT FR W 1/4 COR. SEC. 3, T9S, R2E, SLB&M.; S 89 DEG 1' 33" W 541.48 FT; ALONG A CURVE TO R (CHORD BEARS: N 68 DEG 47' 1" W 53.63 FT, RADIUS = 71 FT); N 46 DEG 35' 35" W 88.71 FT; ALONG A CURVE TO R (CHORD BEARS: N 1 DEG 42' 32" W 19.76 FT, RADIUS = 14 FT); N 43 DEG 10' 30" E 913.64 FT; ALONG A CURVE TO R (CHORD BEARS: S 89 DEG 19' 30" E 20.64 FT, RADIUS = 14 FT); S 41 DEG 49' 30" E 22.29 FT; S 56 DEG 44' 26" E 31.31 FT; ALONG A CURVE TO R (CHORD BEARS: S 51 DEG 22' 59" E 15.73 FT, RADIUS = 233 FT); ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 46' 48" E 107.56 FT, RADIUS = 288.87 FT); S 74 DEG 38' 45" E 43.31 FT; N 89 DEG 1' 33" E 85.3 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); N 89 DEG 1' 33" E .33 FT; S 0 DEG 58' 27" E 46.06 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 1' 33" W 19.8 FT, RADIUS = 14 FT); S 89 DEG 1' 33" W 112.98 FT; S 0 DEG 58' 27" E 452 FT; S 89 DEG 1' 33" W 167.56 FT; S 0 DEG 58' 27" E 58 FT; ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 58' 27" E 19.8 FT, RADIUS = 14 FT); S 0 DEG 58' 27" E 45.93 FT; S 89 DEG 1' 33" W .32 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 1' 33" W 19.8 FT, RADIUS = 14 FT) TO BEG. AREA 8.948 AC.

Parcel Number: 30:009:0126

(228 Total Parcels)