

After recording, please return to:
Wilson Arch Properties, LLC
c/o The Sloan Law Firm, PLLC
76 S Main Street, Suite 1
Moab, UT 84532

**FIRST AMENDMENT TO
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE
COMMERCIAL LOTS
WILSON ARCH RESORT COMMUNITY**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is effective September 30, 2025 ("Effective Date") by and between Brian Scott Penner and Tara Sharell Penner ("Penner"); Phillip V. Glaze, Trustee of the Phillip Glaze Family Trust, dated July 23, 2024 ("Glaze"); Craig W. Simpson and Ursula B. Simpson (collectively "Simpson"); Wilson Arch Cabins, LLC ("WAC"); and Wilson Arch Properties, LLC, a Utah limited liability company (the "Declarant"), a super majority of the Owners of the Commercial Lots in the Wilson Arch Resort Community.

RECITALS

A. The Wilson Arch Resort Community Association is the owner of that certain real property known as Parcel F, Phase I Wilson Arch Resort Community, according to the Phase I Amended Plat recorded in the real property records of San Juan County at Entry No. 064023 on July 2, 2001 ("Phase I Amended Plat"), also known as Parcel No. 0005700000F0;

B. Penner is the owner of that certain real property known as Parcel G, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat, also known as Parcel No. 0005700000G0;

C. Glaze is the owner of that certain real property known as Parcel J, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat, also known as Parcel No. 0005700000J0;

D. Simpson is the owner of that certain real property known as Parcel K, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat, also known as Parcel No. 0005700000K0;

E. Wilson Arch Cabins, LLC is the owner of that certain real property known as Parcel L, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat, also known as Parcel No. 0005700000L0;

F. Declarant is the owner of that certain real property known as Parcels A, D, E, H, and I, Phase I, Wilson Arch Resort Community, according to the Phase I Amended Plat (Parcels A, D through L shall be referred to herein as the "Commercial Lots"), also known as Parcel Nos. 0005700000A0, 0005700000D0, 0005700000E0, 0005700000H0, 0005700000I0;

G. The Parties recorded the Declaration of Covenants, Conditions and Restrictions for the Commercial Lots in the real property records of San Juan County on July 19, 2019 at Entry No. 160692 to develop the Commercial Lots in a manner which promotes quality and preserves the values and amenities of the Wilson Arch Resort Community (the "Declaration"); and

H. The Parties now desire to record this First Amendment to expand the permitted uses, preserve the right to subdivision, and clarify allowable building materials;

NOW THEREFORE, for the foregoing purposes, the undersigned Owners, who constitute the Owners of all of the Commercial Lots on the Effective Date hereof, declare that the Commercial Lots shall be held, transferred, sold, conveyed and occupied subject to this First Amendment and the covenants, conditions, and restrictions contained herein, which shall attach and run with the Commercial Lots.

1. Section 1.6 modified and amended to read in their entirety as follows:

1.6 Code: the Code shall mean the San Juan County Zoning Ordinance, as amended, which authorizes and governs land use and zoning regulations in the County, including conditional uses in the highway commercial zone.

2. Section 3.1 shall be modified and amended to read in its entirety as follows:

3.1 Permissible Uses. The Commercial Lots are zoned for commercial use under Code; provided, however that the permissible uses shall be limited to the following commercial uses: retail sales and service; eating establishments; overnight accommodations, except as limited in Section 3.1(b); offices; recreational guiding and services; woodworking and hobby shops; educational facilities; community centers; and fuel service/convenience stores.

a. *Residential Use*. The Commercial Lots may also be used for single-family and multi-family residential uses.

b. *Campgrounds*. Campgrounds consisting of "camping cabins" may be permissible, subject to approval of the Architectural Committee and only if such cabins comply with the design criteria set forth herein.

c. *Prohibited Uses.* All other commercial uses not listed above are prohibited including all other storage, industrial, manufacturing uses; RV, yurt, teepee, and tent campgrounds; vehicle sales and auto-body/repair shops; sexually oriented businesses including but not limited to adult novelty and video stores, bars with live entertainment, theaters, and massage parlors; and marijuana retailers or dispensaries are prohibited.

3. Section 3.2 shall be modified and amended to read in its entirety as follows:

3.2 Subdivision. The Commercial Lots may be further subdivided, adjusted, or merged together. Each new parcel created by such subdivision shall constitute a new "Lot" as defined in the Declaration and shall be subject to annual and special assessments in the same manner and to the same extent as if it were an original Lot shown on the Phase I Amended Plat. The assessment obligation for each new Lot shall begin upon the date the new or amended plat is recorded in the San Juan County Recorder's Office.

4. Section 4.3(e) shall be modified and amended to read in its entirety as follows:

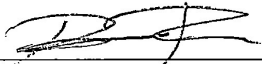
4.3 Design Criteria. The Committee shall not approve any Improvement unless it complies with the following Design Criteria:

(e) *Building Materials.* Site-built construction is preferred; however, modern prefabricated systems such as panelized systems, Structural Insulated Panels, and other factory-assisted building systems, are expressly permitted, provided all other requirements of this Declaration are met. The predominant exterior surface shall be textured masonry, painted slump block, stucco, concrete, or non-reflective metal that meets the requirements of Sections 4.3(a) and (f). Wood and rock detail may be used to compliment said exterior surfaces. Vinyl and aluminum siding and manufactured homes constructed to HUD-code standards (commonly referred to as "mobile homes") and other temporary or transportable structures not built to IRC standards are prohibited.

5. Except as expressly amended and modified herein, all terms and provisions of the Declaration shall remain in full force and effect.

This **FIRST AMENDMENT** is approved on the date first signed above by the following Owners of Commercial Lots.

PENNER



Brian Scott Penner

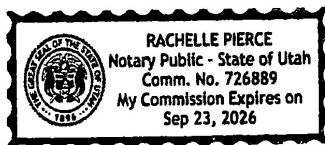


Tara Sharell Penner

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On September 26, 2025, the foregoing First Amendment was acknowledged before me by Brian Scott Penner and Tara Sharell Penner, as the Owner of Parcel G.

SEAL

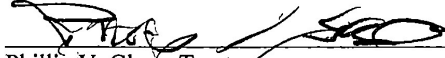




Rachelle Pierce, Notary Public

Additional Signatures Follow

GLAZE



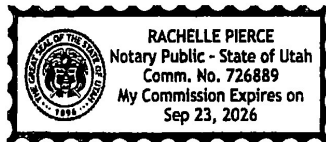
Phillip V. Glaze, Trustee

Phillip Glaze Family Trust, dated July 23, 2024

STATE OF UTAH)
) ss
COUNTY OF SAN JUAN)

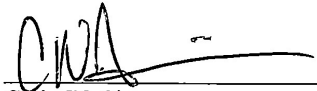
On September 12, 2025, the foregoing First Amendment was acknowledged before me by Phillip V. Glaze, Trustee of the Phillip Glaze Family Trust, dated July 23, 2024, as the Owner of Parcel J.

SEAL

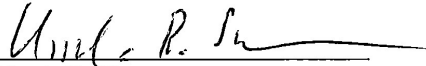


Rachelle Pierce, Notary Public

SIMPSON



Craig W. Simpson

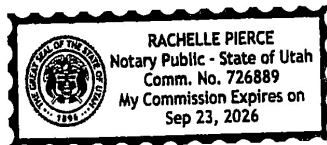


Ursula B. Simpson

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On September 12, 2025, the foregoing First Amendment was acknowledged before me by Craig W. Simpson, and Ursula B. Simpson as the Owner of Parcel K.

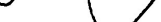
SEAL



Rachelle Pierce, Notary Public

WILSON ARCH CABINS, LLC

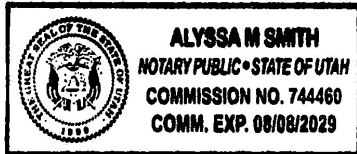

Brandon Joel Derfler, Member


Azzaya Petersen, Member

STATE OF UTAH)
) ss
COUNTY OF Davis)

On September 18th, 2025, Brandon Joel Derfler and Azzaya Petersen, Members of Wilson Arch Cabins, LLC (the "Company"), as Owner of Parcel L, appeared before me and acknowledged and swore to me that the foregoing First Amendment was signed by them on behalf of the Company by authority of its Articles of Organization and Operating Agreement.

SEAL



Supra M. Smith
 , Notary Public

WILSON ARCH PROPERTIES, LLC

Deena Whitman, Power of Attorney
for Phillip V. Glaze, Manager

Lyle R. Knight, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

~~On September __, 2025, Deena Whitman, for Phillip V. Glaze under Limited Durable Power of Attorney dated January 7, 2025, Manager of Wilson Arch Properties, LLC (the "Company"), as Declarant and Owner of the remaining Commercial Lots, appeared before me and acknowledged and swore to me that the foregoing First Amendment was signed on behalf of the Company by authority of its Articles of Organization and Operating Agreement.~~

~~SEAL~~

, Notary Public

GLAZE

Phillip V. Glaze, Trustee

Phillip Glaze Family Trust, dated July 23, 2024

STATE OF UTAH)

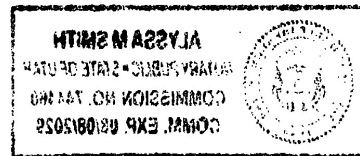
) ss

COUNTY OF SAN JUAN)

On September __, 2025, the foregoing First Amendment was acknowledged before me by Phillip V. Glaze, Trustee of the Phillip Glaze Family Trust, dated July 23, 2024, as the Owner of Parcel J.

SEAL

_____, Notary Public



SIMPSON

Craig W. Simpson

Ursula B. Simpson

STATE OF UTAH)

) ss

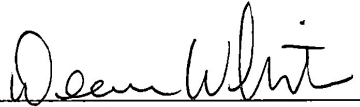
COUNTY OF GRAND)

On September __, 2025, the foregoing First Amendment was acknowledged before me by Craig W. Simpson, and Ursula B. Simpson as the Owner of Parcel K.

SEAL

_____, Notary Public

WILSON ARCH PROPERTIES, LLC

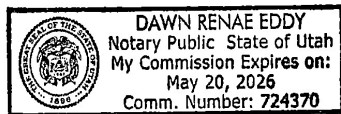


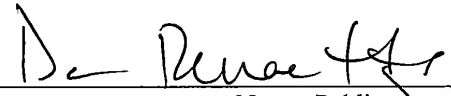
Deena Whitman, Power of Attorney
for Phillip V. Glaze, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On October 16, 2025, Deena Whitman, for Phillip V. Glaze under Limited Durable Power of Attorney dated January 7, 2025, Manager of Wilson Arch Properties, LLC (the "Company"), as Declarant and Owner of Parcels A, D, E, H, and I, appeared before me and acknowledged and swore to me that the foregoing First Amendment was signed on behalf of the Company by authority of its Governing Documents, including the Consent Resolution dated October 7, 2025.

SEAL




_____, Notary Public

WILSON ARCH PROPERTIES, LLC

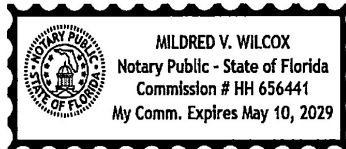
Lyle Richard Knight

Lyle Richard Knight, Trustee,
Lyle R. Knight Revocable Trust,
dated April 24, 1984, Manager

STATE OF Florida)
) ss
COUNTY OF Duval)

On October 16, 2025, Lyle Richard Knight, Trustee of the Lyle R. Knight Revocable Trust, dated April 24, 1984, Manager of Wilson Arch Properties, LLC (the "Company"), as Declarant and Owner of Parcels A, D, E, H, and I, appeared before me and acknowledged and swore to me that the foregoing First Amendment was signed on behalf of the Company by authority of its Governing Documents.

SEAL



Mildred V Wilcox

Mildred V Wilcox , Notary Public
Signer produced: Driver's License

Completed via Remote Online Notarization using 2 way Audio/Video technology.

CONSENT RESOLUTION

WRITTEN CONSENT IN LIEU OF A MEETING WILSON ARCH PROPERTIES, LLC

In lieu of a meeting of the Members of WILSON ARCH PROPERTIES, LLC a Utah limited liability company (the "Company"), the Members of the Company, in accordance with its Operating Agreement and the Utah Revised Uniform Limited Liability Company Act, adopts the following resolutions:

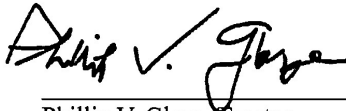
DELEGATION OF SIGNATORY AUTHORITY

WHEREAS: Due to mobility issues and his remote location, Manager Philip V. Glaze desires to appoint the Company bookkeeper, Deena Whitman, as his Limited Durable Power of Attorney for the purposes expressly set forth in the attached Limited Durable Power of Attorney dated January 7, 2025.

RESOLVED: the Company and its Members accept and ratify said Limited Durable Power of Attorney; provided, however, that Glaze's appointment of Deena Whitman as his attorney-in-fact does not relieve him of any obligations or liabilities under the Governing Documents of the Company.

Dated: October 7, 2025

APPROVED BY THE MEMBERS:



Phillip V. Glaze, Trustee
Phillip Glaze Family Trust,
dated July 23, 2024



Lyle Richard Knight, Trustee
Lyle R. Knight Revocable Trust,
dated April 24, 1984

LIMITED DURABLE POWER OF ATTORNEY

I, **PHILLIP V. GLAZE**, being older than eighteen (18) years of age, of San Juan County, Utah, hereby designate **DEENA WHITMAN** as my limited attorney in fact and agent (Agent) to do the following in my stead:

1. LIMITED GRANT OF POWER – WILSON ARCH PROPERTIES, LLC. In my name and for my benefit as Member and Manager of Wilson Arch Properties, LLC, my Agent shall have the power and right to make, execute, acknowledge, deliver, and file all documentation, checks and other commercial papers necessary to operate and manage Wilson Arch Properties, LLC, including specifically signing Real Estate Purchase Contracts and related transactional and sales documents to sell Lots in the Wilson Arch Resort Community. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted, as fully as I might or could do if personally present, and I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

2. **THIRD-PARTY RELIANCE.** Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and, in doing so, no such third parties person shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

3. Durable. This durable power of attorney shall not be affected by my disability, except as provided by statute.

I AM FULLY INFORMED AS TO ALL THE CONTENTS OF THIS LIMITED Durable POWER OF ATTORNEY AND UNDERSTAND THE FULL IMPORT OF THIS GRANT OF POWERS TO MY AGENT.

DATED this 7th day of January 2025.

Phillip V. Glaze

STATE OF UTAH)
COUNTY OF GRAND) ss

The foregoing instrument was acknowledged before me this 7th day of January 2025 by Phillip V. Glaze, who is personally known to me.

WITNESS my hand and seal.

Rachelle Pierce, NOTARY PUBLIC

