



(ii) on December 31, 2013.

4. Article VI, Section 1 of the Declaration is hereby substituted and replaced by the following paragraph:

**Section 1. Architectural Control Committee.** The Board of Directors of the Association shall appoint a three (3) member committee (hereinafter sometimes referred to as "ACC"), the function of which shall be to insure that all exteriors of Homes and landscaping within the Property harmonize with existing surroundings and structures. Declarant shall have the right to appoint members of the ACC until one hundred twenty (120) days after one hundred percent (100%) of the Lots owned by Declarant in the Project are sold. When Declarant ceases to have the power to appoint, it shall give written notice of this event to each Lot Owner and thereafter the Lot Owners shall, within sixty (60) calendar days, select new members of the ACC by one (1) vote for each Lot. The initial ACC members shall be elected for terms of one, two and three years each, and thereafter ACC members shall be elected for terms of three years. The ACC need not be composed of Owners. If such ACC is not appointed, the Board itself shall perform the duties required of the ACC. No member of the ACC shall receive any compensation or make any charge for services rendered. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The ACC shall establish procedures for the submission of plans for approval, provided said procedures do not conflict with the provisions contained herein. The ACC shall also establish, from time to time, a fee to accompany said application for approval, made payable to the ACC. At no time shall said fee exceed \$100.00 per application for approval.

5. Article VII, Section 2, paragraph (d) of the Declaration is hereby substituted and replaced by the following paragraph:

(d) **Basements.** No basements of any kind shall be permitted in any building constructed on the Property.

6. Article VII, Section 2, paragraph (f) of the Declaration is hereby substituted and replaced by the following paragraph:

(f) **Yard Walls, Fences and Gates.** Yard walls and/or fences shall be of brick, block or stone, and shall conform to this Declaration and any standards defined by the Architectural Control Committee. Block walls shall be Geneva Brown in color. No chain link, wire, wood or vinyl fences or gates will be permitted. Gates shall be of wrought iron or metal which is visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Walls or fences are intended to enhance the privacy of the residents of a Lot, and should not unreasonably interfere with the view from any neighboring Lot. No fence or wall shall be erected, placed or altered on any Lot to be or extend closer to the street than any portion of the home on such Lot. No fence, wall or gate shall exceed six (6) feet in

height. A yard wall, fence, and/or gate shall need no individual approval by the Architectural Control Committee prior to construction if the yard wall, fence, and/or gate complies with the provisions of this Declaration and any applicable standards defined by the Committee. General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions, where not specifically addressed by this Declaration.

7. Article VII, Section 2, paragraph (i) of the Declaration is hereby substituted and replaced by the following paragraph:

(i) **Landscaping.** Landscaping of the front yard of any Home must be completed prior to final building inspection by the City of Washington. All rear yard landscaping must be completed within one hundred twenty (120) days of issuance of the Certificate of Occupancy from the City of Washington. All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other Homes in the Project. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. All front yard landscaping must be approved by the Architectural Control Committee prior to installation. Rear yard landscaping shall not require approval by the Architectural Control Committee prior to installation provided such landscaping is in compliance with the provisions of this Declaration and any applicable standards defined by the Committee.

8. Article VII, Section 2, paragraph (m), subparagraph (2) of the Declaration is hereby substituted and replaced by the following paragraph:

(2) Stucco, rock, and brick are acceptable for exterior walls and wall coverings. All homes must include a minimum coverage of fifteen percent (15%) stone or brick on the front elevation. Other materials may be used as approved by the Architectural Control Committee, and shall be of materials indigenous to the area. Colors of all exterior materials, including window frames or boxes visible from the exterior of the home, must be earth tones and approved by the Architectural Control Committee. "Earth tones" does not include white or gray.

9. Article XII, Section 1 of the Declaration is hereby substituted and replaced by the following paragraph:

**Section 1. Residential Use.** No Owner shall occupy or use his Home, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's Family or the Owner's lessees or guests. Home occupations shall only be permitted as allowed in the Single Family Residential Zoning ordinances of the City of Washington, and shall without exception require the issuance of a conditional use permit and a business license by the City. "Home occupation" for the purposes of this section shall mean and refer to any use of a Lot which:

- (a) Is conducted entirely within the Home upon the Lot;
- (b) Is carried on only by persons residing in the Home upon the Lot as their principal residence;
- (c) Is clearly incidental and secondary to the use of the Home for residential purposes and does not change the character of the Home as residential;
- (d) Does not include or require any display, stock in trade, employees or the use of advertising on the Lot;
- (e) Does not involve the use of any accessory building, yard or driveway space outside the main Home, for storage or otherwise;
- (f) Does not involve the storage, handling or use of hazardous materials in the Home or upon the Lot;
- (g) Does not significantly increase traffic to and from the Lot or require parking on the street or otherwise off the Lot; and
- (h) Does not require the delivery or pick-up of items by heavy trucks or any other vehicles not customarily used for delivery or pick-up of parcels at residential dwellings.

No occupation or commercial use of a Lot or dwelling which does not comply with the provisions of this section shall be permitted as a "home occupation" on the Property.

10. The text of Article XV of the Declaration is hereby substituted and replaced by the following paragraph:

Except as otherwise provided herein, the Declarant or a party which succeeds to Declarant's role as sole developer of the Project may in its sole discretion amend this Declaration by an instrument bearing the signature of its authorized agent or representative, until one hundred percent (100%) of Lots in the Project have been sold by Declarant. Following the expiration of such period, and until twenty (20) years following the date first written above, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter, by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any such amendment shall be effective only upon recordation in the Office of the Recorder of Washington County, State of Utah. Prior to any material amendment to this Declaration, written notice shall be sent to all holders of first mortgage liens, setting forth said amendment and, if such amendment is being made by the Members, advising them of the date that the Members will vote on said amendment.

11. The text of Article XVI of the Declaration is hereby substituted and replaced by the following paragraph, and the Article is renamed "Name and Address of Registered Agent":

The address of the registered office of the Association and the name of its registered agent shall be as designated in the records of the Utah Department of Commerce, Division of Corporations. Future changes to the name and address of the registered agent, if registered with said agency, shall not require amendment or modification of this Declaration.

