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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MORRIS SPERRY  
BY: eCASH, DEPUTY - EF 15 P.

When Recorded Return To:  
MORRIS DEVOE  
7070 South Union Park Avenue  
Suite 220  
Midvale, Utah 84047

**FIRST AMENDMENT TO THE  
USE RESTRICTIONS AGREEMENT  
FOR  
COBBLEROCK LANE**

THIS FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT for Cobblerock Lane (the "First Amendment") is entered by the owners of the Cobblerock Lane Subdivision (the "Subdivision").

**RECITALS**

A. The Cobblerock Lane Subdivision and each lot therein is subject to that certain USE RESTRICTIONS AGREEMENT which was recorded in the office of the Salt Lake County Recorder on April 30, 1949, as Instrument No. 1155680 in Book 675 beginning at Page 356.

B. A Declaration of Restrictive Covenants (the "Declaration") was recorded against each lot in the Subdivision in the office of the Salt Lake County Recorder's office on December 11, 2014, as Entry No. 11959894 in Book 10231, beginning at Page 561.

C. The Use Restrictions Agreement, Declaration, and any other documents otherwise amending the Restrictions and recorded in the Salt Lake County Recorder's office, and as such may be further amended in the future, are collectively referred to herein as the "Restrictions."

D. This First Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity in Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

E. As set forth in this First Amendment, Owners in the Subdivision desire to further amend the Restrictions. This First Amendment includes provisions regarding residency requirements, land use restrictions, duration of restrictions, and leasing restrictions.

F. Pursuant to paragraph (h) of the Restrictions and as demonstrated by the written consent attached hereto at Exhibit B, this First Amendment was approved by at least a majority of the owners in the subdivision.

**AMENDMENTS**

NOW, THEREFORE, in consideration of the foregoing Recitals, owners in the Cobblerock Lane Subdivision hereby execute this First Amendment, which shall be effective as of the date of its recording in the office of the Salt Lake County Recorder.

1) **Amendment No. 1.** Paragraph (g) is deleted in its entirety and replaced by the following new paragraph (g):

(g) Each lot in the Cobblers Lane Subdivision is restricted to residential use only, and each dwelling may be occupied by a Single Housekeeping Unit. "Single Housekeeping Unit" means any household whose members are a non-transient and interactive group of persons, have established ties and familiarity with each other, jointly occupy a dwelling through a shared lease or ownership of the associated lot, share joint access to and use of all communal areas in the dwelling such as the living, kitchen, and eating areas within the dwelling, and share household activities and responsibilities such as maintenance of the dwelling and expensed associated with the dwelling.

2) **Amendment No. 2.** Paragraph (h) is deleted in its entirety and replaced by the following new paragraph (h):

(h) Any lease or agreement providing for a non-owner to occupy a dwelling in the Subdivision must be for a term of no less than twelve (12) consecutive months and shall provide as a term of the agreement that the non-owner occupant(s) shall comply with the Restrictions and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the owner and the non-owner occupant.

Subject to any applicable statutory limitations, no lease or agreement for a non-owner occupant to occupy less than the entire dwelling is permitted in the Subdivision.

3) **Amendment No. 3.** Paragraph (i) shall be added to the Restrictions as follows:

(i) All lots within the Subdivision shall be subject to a right of way or easement over the rear five feet thereof for the installation and maintenance of utility facilities, and for the maintenance of necessary irrigation channels or pipes.

The Restrictions and any amendment thereto shall run with the land and shall be binding on all current and future owners and occupants of lots within the Subdivision and may be modified or nullified in whole or part only upon approval of at least a majority of owners of lots in the Subdivision. Specifically, approval of owners of no less than five (5) lots is required to revise, modify, or nullify the Restrictions.

If any owner or occupant of a lot in the Subdivision violates or attempts to violate any of the Restrictions, any owner(s) of a lot in the Subdivision may initiate an action in law or equity to enjoin a violation, enforce the Restrictions, and/or recover damages incurred as a result of a violation. The prevailing party in such an action is entitled to recoup the party's reasonable attorney fees and expenses incurred in such an action.

The invalidity of any provision or part of the Restrictions shall in no way affect any of any other provision or part of the Restrictions, which shall remain in full force and effect.

4) **Conflicts.** All remaining provisions of the Use Restrictions Agreement not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Use Restrictions Agreement recorded on April 30, 1949 as Instrument No. 1155680 in the office of the Salt Lake County Recorder, the provisions of this document shall in all respects govern and control.

5) **Incorporation and Supplementation of Restrictions.** This document is supplemental to the Use Restrictions Agreement recorded on April 30, 1949 as Instrument No. 1155680 in the office of the Salt Lake County Recorder, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

# EXHIBIT A

(Legal Description of the Cobblerock Lane Subdivision)

**Parcel # 22-22-226-001-0000**

LOT 1 COBBLEROCK LANE SUB

**Parcel # 22-22-226-002-0000**

LOT 2 COBBLEROCK LANE SUB & COM N 0°06' W 16 FT FR SW COR SD LOT 2 N 0°06' W  
160.45 FT N 88°41' W 15.22 FT S 160.8 FT E 15.5 FT TO BEG

**Parcel # 22-22-226-003-0000**

LOT 3 COBBLEROCK LANE SUB

**Parcel # 22-22-226-004-0000**

LOT 4, COBBLEROCK LANE SUB. EXCEPT TRACT DEEDED TO STATE ROAD

**Parcel # 22-22-227-007-0000**

LOT 5 COBBLEROCK LANE SUB

**Parcel # 22-22-227-006-0000**

LOT 6 COBBLEROCK LANE SUB

**Parcel # 22-22-227-005-0000**

LOT 7 COBBLEROCK LANE SUB

**Parcel # 22-22-227-004-0000**

LOT 8 COBBLEROCK LANE SUB

**Parcel # 22-22-227-002-0000**

THE SOUTH 90.82 FEET OF LOT 9, COBBLEROCK LANE SUBDIVISION

**Parcel # 22-22-227-024-0000**

THE N 10 FT OF THE N 38.76 FT OF LOT 9, COBBLEROCK LANE SUB.

**Parcel # 22-22-227-025-0000**

THE S 28.76 FT OF THE N 38.76 FT OF LOT 9, COBBLEROCK LANE SUBDIVISION

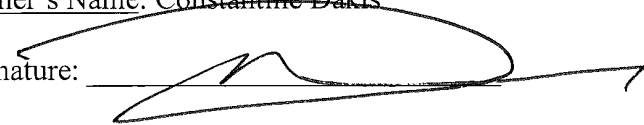
# **EXHIBIT B**

(Written Consent of Owners of Lots in the Cobblerock Lane  
Subdivision)

By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (*i.e.*, Trustee, President, Member, *etc.*) next to your signature.

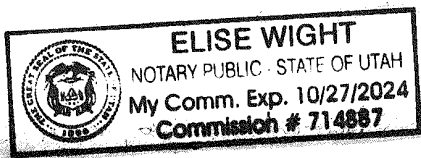
Owner's Name: Constantine Dakis


Signature: 

Address: 6256 S. Cobblerock Lane, Holladay, UT 84121  
Parcel No.: 22-22-226-001-0000

STATE OF UTAH )  
COUNTY OF SALT LAKE ) :SS

On this 4<sup>th</sup>, day of October, 2024, personally appeared before me (Name of Document Signer) Constantine Dakis, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner of Parcel No. 22-22-226-001-0000 in the Cobblerock Lane Subdivision.



  
\_\_\_\_\_  
Notary Public

By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (i.e., Trustee, President, Member, etc.) next to your signature.

Owner's Name: Patricia Johnson and John Larry Johnson, Trustees of the Patricia Johnson Family Living Trust, Dated September 20, 1989

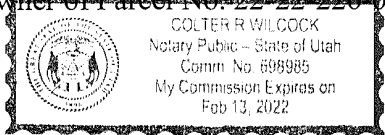
Signature: Patricia Johnson

Signature: \_\_\_\_\_

Address: 6284 S. Cobblerock Lane, Holladay, UT 84121  
Parcel No.: 22-22-226-002-0000

STATE OF UTAH )  
 ) :SS  
COUNTY OF Salt Lake )

On this 8, day of September, 2021, personally appeared before me (Name of Document Signer) Patricia Johnson, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-226-002-0000 in the Cobblerock Lane Subdivision.



Colter R. Wilcock  
Notary Public

STATE OF UTAH )  
 ) :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, 202\_\_, personally appeared before me (Name of Document Signer) \_\_\_\_\_, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-226-002-0000 in the Cobblerock Lane Subdivision.

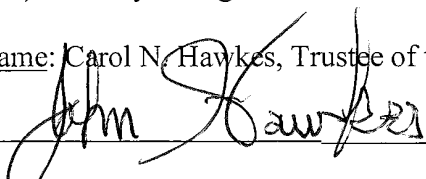
\_\_\_\_\_  
Notary Public



By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (i.e., Trustee, President, Member, etc.) next to your signature.

Owner's Name: Carol N. Hawkes, Trustee of the Carol N. Hawkes Family Trust

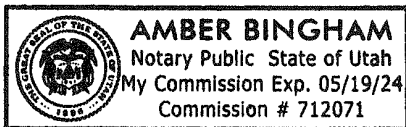
Signature:  TRUSTEE

Address: 6314 S. Cobblerock Lane, Holladay, UT 84121

Parcel No.: 22-22-226-003-0000

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )

On this 1<sup>st</sup>, day of October, 2021, personally appeared before me (Name of Document Signer) John Hawkes, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-226-003-0000 in the Cobblerock Lane Subdivision.



  
Notary Public





By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (*i.e.*, Trustee, President, Member, *etc.*) next to your signature.

Owner's Name: Todd Libby

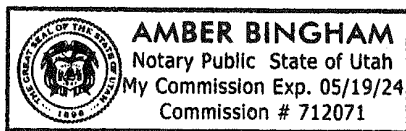
Signature: Todd Libby

Address: 6369 S. Cobblerock Lane, Holladay, UT 84121

Parcel No.: 22-22-227-007-0000

STATE OF UTAH )  
COUNTY OF Salt Lake ) :SS

On this 14, day of October, 2021, personally appeared before me (Name of Document Signer) Todd Libby, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-227-007-0000 in the Cobblerock Lane Subdivision.



Amber Bingham  
Notary Public

By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (i.e., Trustee, President, Member, etc.) next to your signature.

Owner's Name: David E. Hoffmann and Cydney C. Hoffmann, Trustees of the David and Cydney Hoffmann Family Living Trust, dated January 4, 2008

Signature: David E. Hoffmann

Signature: Cydney Hoffmann

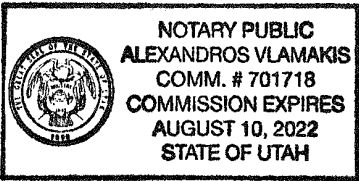
Address: 6315 S. Cobblerock Lane, Holladay, UT 84121  
Parcel No.: 22-22-227-006-0000

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )

On this 20<sup>th</sup>, day of September, 2021, personally appeared before me (Name of Document Signer) David Hoffmann, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-227-006-0000 in the Cobblerock Lane Subdivision.

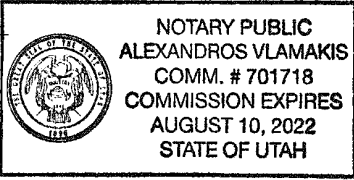
Alex  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )



On this 20<sup>th</sup>, day of September, 2021, personally appeared before me (Name of Document Signer) Cydney Hoffmann, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-227-006-0000 in the Cobblerock Lane Subdivision.

Alex  
\_\_\_\_\_  
Notary Public



By signing this document, I hereby certify that I am an Owner, or an authorized agent\* of the Owner, of the Lot designated below and located within the Cobblerock Lane Subdivision, and that I give my consent to and approval of the FIRST AMENDMENT TO THE USE RESTRICTIONS AGREEMENT.

\* If the Unit Owner is a Trust or other entity, please indicate title (i.e., Trustee, President, Member, etc.) next to your signature.

Owner's Name: Francis D. Perkins, III and Frances A. S. Perkins, Trustees of the Francis D. Perkins, III Family Living Trust dated June 8, 1998

Signature: Francis D. Perkins III

Signature: Frances A. S. Perkins

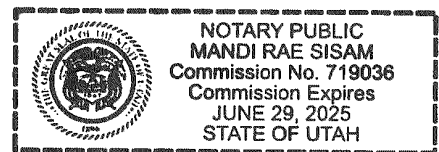
Address: 6281 S. Cobblerock Lane, Holladay, UT 84121  
Parcel No.: 22-22-227-005-0000

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )

On this 8, day of September, 2021, personally appeared before me (Name of Document Signer) Francis Perkins III, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-227-005-0000 in the Cobblerock Lane Subdivision.

Mandi Rae Sisam  
Notary Public

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )



On this 8, day of September, 2021, personally appeared before me (Name of Document Signer) Frances Perkins, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner or otherwise authorized to act on behalf of the Owner of Parcel No. 22-22-227-005-0000 in the Cobblerock Lane Subdivision.

Mandi Rae Sisam  
Notary Public

