

WHEN RECORDED, MAIL TO:

SCP Mattinson Estates, LLC  
Attn: Justin J. Atwater  
500 N. Marketplace Dr., Suite 250  
Centerville, Utah 84014

108195

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS  
MATTINSON SUBDIVISION, PLAT D**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF MATTINSON SUBDIVISION, PLAT D (this "**Amendment**") is made and effective as of the 5<sup>th</sup> day of February 2013, by SCP Mattinson Estates, LLC, a Utah limited liability company (the "**Successor Declarant**"), on behalf of itself and all property owners in the subdivision. This Declaration hereby amends that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions Mattinson Subdivision, Plat D, dated November 30, 2007 and filed in the office of the Utah County Recorder on December 3, 2007, as Entry No. 167722:2007 (the "**Original Declaration**"). Except as otherwise provided in this Amendment, all capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Original Declaration.

**RECITALS**

- A. Pursuant to Section 2.01 of the Original Declaration, Timbia Investment, LLC was designated as the "Declarant".
- B. Pursuant to Section 7.04 of the Original Declaration, the all or any portion of the rights of Declarant under the Original Declaration or in any way relating to the Development may be freely assigned.
- C. Successor Declarant has acquired fee title to the Property and pursuant to that certain Assignment of Declarant's Rights, dated December 12, 2012, and fled in the office of the Utah County Recorder on December 12, 2012, as Entry No. 110075:2012, Timbia Investment, LLC assigned, transferred and granted to Successor Declarant, any rights or interest as Declarant under the Original Declaration.
- D. To reflect the assignment of Declarant Rights to Successor Declarant and to further protect the value and attractiveness of the Property, the Successor Declarant desires to establish this Amendment to the Original Declaration.

## AMENDMENT

NOW, THEREFORE, the Successor Declarant hereby declares, for the reasons cited above, that all of the Property shall be held, sold used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. Section 2.01. Section 2.01 of the Original Declaration is hereby replaced in its entirety with the following:

“2.01 Declarant shall mean SCP Mattinson Estates, LLC and its successors and assigns, if any.”

2. Section 6.03. Section 6.03 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.03 Dwelling Size.

(a) Rambler – Rambler-style dwellings (single-story) must have a minimum of 1,400 square feet of living area above grade, exclusive of garages, porches and steps, patios , decks, walkways and basements.

(b) Two-Story – Two-story dwellings must have a minimum of 2,000 square feet of living area above grade, exclusive of garages, porches and steps, patios , decks, walkways and basements.”

3. Section 6.04. Section 6.04 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.04 Materials. Any residence, dwelling unit or other improvements shall be constructed of brick, stone, rock, stucco, hardi cement fiber siding, or any combination thereof. The front elevation must consist of brick, wood beams, hardi cement fiber siding, cultured or natural stone, or any combination thereof.”

4. Section 6.06. Section 6.06 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.06 Architectural Style. Homes of outstanding design are required. No bi-level, multi-level, modular, prefabricated, or pre-built homes, round homes, dome homes, log homes, earth homes, mobile homes, steel homes, or aluminum homes shall be built or erected on the Property. Solar homes or envelope homes may not be built on the Property. Homes shall not exceed two stories, except that bonus-type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence of give the appearance of a third full story.”

5. Section 6.07. Section 6.07 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.03 Roof Pitch. The minimum roof pitch for all roof surfaces on main portions of the dwelling shall be 5 to 12, and the maximum pitch shall be 12 to 12. Steeper or gentler pitches may be allowed in limited amounts where architecturally mandated (as on top of a turret or over a covered porch) if the appearance is judged proportionate and appropriate by the Committee.”

6. Section 6.08. Section 6.08 “Roof Mounted Structures” of the Original Declaration is hereby deleted in its entirety and shall no longer be effective.

7. Section 6.09. Section 6.09 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.09 External Mechanical Equipment. Evaporative cooling devices (“swamp coolers”) will not be allowed. Central heating/cooling-related devices (condensers, compressors, fresh-air induction ports, etc.) shall not be located in front of houses.”

8. Section 6.15. Section 6.15 of the Original Declaration is hereby deleted and replaced in its entirety with the following:

“6.15 Fencing. All fences, walls and hedges are not to exceed 6’ in height. Fences or walls may not be built forward of the front setback line. Fences are to be constructed out of vinyl. All fence or wall materials.”

9. Miscellaneous.

(a) Covenants Run With Land. This Amendment, together with the Original Declaration, is being recorded to establish and continue the general plan for the use of the Property in order to protect and enhance the value and desirability of the Property. All of the property described in Exhibit “A” herein below is declared to be held, sold, encumbered, and conveyed subject to this Amendment and the Original Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Amendment and the Original Declaration, each person or entity binds himself/herself or itself, and his/her/its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by the Original Declaration, as amended hereby and any further amendments thereto.

(b) Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Original Declaration, as amended hereby. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(c) Incorporation. The terms of the Original Declaration (as modified hereby) are hereby incorporated herein by this reference.

(d) Original Declaration Affirmed. As modified hereby, the Original Declaration is hereby affirmed and deemed to continue in full force and effect.

(e) Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of Utah without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Utah.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, SCP Mattinson Estates, LLC has executed, delivered and recorded this Amendment as of the date and year first above written.

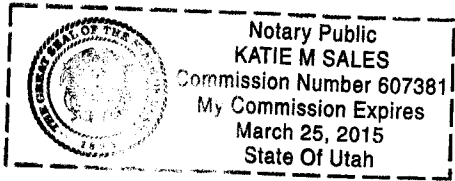
DECLARANT:

SCP MATTINSON ESTATES, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Justin Atwater  
Title: Chief Operating Officer

STATE OF UTAH )  
                  : ss.  
County of Davis )

On this 5 day of February 2013, personally appeared before me <sup>Justin Atwater</sup>~~Chad Bessinger~~, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is a ~~Manager~~ of SCP Mattinson Estates, LLC and that said document was signed by him in behalf of said company by authority of its governing documents (or of a Resolution of its Managers), and said Chad Bessinger acknowledged to me that said Company executed the same.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 03-25-2015

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 2-8 AND 12-23, PLAT "D", MATTINSON SUBDIVISION PLEASANT GROVE,  
UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE  
OF THE COUNTY RECORDER OF UTAH COUNTY.