

88
12

Following recording, please return to:
Vince Clayton
619 S. Bluff St., Tower 2
St. George, UT 84770

DOC # 20090028682

Amended Restrictive Covenants
Russell Shirts, Washington County Recorder
8/23/2009 02:51:43 PM Fee \$ 26.00
By ENCE CONSTRUCTION

Page 1 of 8



SG - TSH - 1 (all lots)
SG - TSH - 2 (all lots)
SG - TSH - 3 - (All Lots)

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE TERRACES AT SEVEN HILLS SUBDIVISION**

KTT, LLC, a Utah limited liability company, hereinafter referred to as the "Declarant," pursuant to its authority in Article XIII of the Declaration of Covenants, Conditions and Restrictions of The Terraces at Seven Hills Subdivision (the "Covenants" or "Declaration"), which were recorded on the 6th day of February, 2005, as Document No. 20060001519 records of the Washington County Recorder, together with the First Amendment and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Terraces at Seven Hills Subdivision, which were recorded, respectively, March 1, 2006, as Document No. 20060005833, and November 7, 2006, as Document No. 20060051826 on the records of Washington County Recorder, and any other amendments or annexations thereto affecting the real property located in Washington County, Utah, Declarant hereby exercises its rights and privileges to amend said Declaration pursuant to Article XIII thereof as follows:

AMENDED DECLARATION LANGUAGE – PART 1

WHEREAS, the intent of the afore described Articles and Sections is that Declarant and Declarant's assigned Representative, The Terraces, LLC, shall not be bound by the Architectural Review processes outlined in the Declarations for a period represented by the one hundred percent (100%) sale and transfer of Declarant's Terraces lots to third party buyers other than Declarant's related or affiliated entities, or, the passage of seven years from the date of recording of the Declaration, whichever has occurred first; and

WHEREAS, in consideration of severe and extended economic influences of a National and World economy upon the Washington County, Utah, real estate market, affecting the sale of Declarant's remainder lots within The Terraces; and

WHEREAS, the Declarant is desirous to consider the potential overall benefit which may be experienced by delivering to the Owners/Members of The Terraces at Seven Hills Subdivision the full management opportunities and responsibilities thereof;

NOW THEREFOR, the Declarant hereby modifies any related provisions of the Declaration which may be contrary to the intent hereinafter expressed to support and sustain the intent of the language which follows:

DECLARANT amends the Declaration by adding the following Article XIV thereto:

ARTICLE XIV
YIELDING BY DECLARANT OF CERTAIN DECLARANT RIGHTS

Section 1. Declarant is KTT, LLC. Declarant has assigned some or all of its rights under the Declaration to its Representative, The Terraces, LLC, which sometimes may be represented under contract under the name(s) of Ence Homes or Ence Bros. Construction, Inc., which shall be considered also as Declarant's Representative(s) for the express purpose of seeking municipal governmental and other such approvals as may be necessary to facilitate the complete sale and build-out of lots and homes lying within the confines of said Subdivision.

Section 2. Declarant hereby yields its rights under the Declaration and yields all of Declarant's rights under the Declaration to govern said Declaration and its empowered HOA to the Owners/Members of The Terraces Subdivision, prior to the condition of 100% of Declarant's lots having been conveyed to third-party buyers of said lots. Hereby, Declarant empowers said Owners/Members to choose, by special meeting and vote, according to the provisions of the Declaration and ByLaws, a Board of Directors to officiate and have authority to so do in the full matters dealing with the HOA.

Section 3. In consideration of the foregoing yielding of its documented rights, Declarant and/or its appointed Representative, shall not be required by the HOA or its appointed Architectural Committee, or any other sanctioned HOA committee, to submit for approval or to be required to receive approval of said HOA or Committee, in order to 1) undertake and proceed with horizontal site development as may be required by governing authorities or 2) undertake and proceed with vertical building of a home on the lots in The Terraces owned by Declarant.

The Declarant and the HOA acknowledge that this provision is consistent with the provisions of the Declaration, should the Declarant not yield management prior to the conveyance of 100% of Declarant's lots to third-party buyers.

Section 4. In exercise of the foregoing provision, Declarant, or Declarant's Representative, shall exercise due care and consideration in making certain that the homes to be developed on the Declarant's owned lots shall be similar in style, features, and size of other homes generally found in The Terraces Subdivision. Further, Declarant, or Declarant's Representative, agree that all such homes to be built on said lots shall be built to meet not less than then-current St. George City Ordinances and Specifications.

Section 5. In further consideration of Declarant's yielding of its rights as herein expressed, Declarant, or Declarant's Representative, shall not be required by the HOA to pay monthly HOA fees per each lot represented herein. Such HOA fees shall not be assessed against said lots until the Close of Escrow from the Declarant, or Declarant's Representative, to a third-party buyer.

The Declarant and the HOA acknowledge that this provision is consistent with the provisions of the Declaration, should Declarant not yield management prior to the conveyance of 100% of Declarant's lots to third-party buyers.

Section 6. In further consideration of Declarant's yielding of its rights as herein expressed, Declarant, or Declarant's Representative, shall not be required by the HOA to pay any special assessment, per lot or per acreage, which may be approved by the Board and Owners, following the recordation of this Amendment. Said special assessment, if any, shall only apply to Declarant's lots which have conveyed from Declarant, or Declarant's Representative, to a third-party buyer.

The Declarant and the HOA acknowledge that this provision is consistent with the provisions of the Declaration, should Declarant not yield management prior to the conveyance of 100% of Declarant's lots to third-party buyers.

Section 7. Declarant, or Declarant's Representative, hereby reserves the right to be a voting and active Member of the Board of Directors. Declarant's election to so do shall be communicated in writing to the HOA Board President. Declarant may so elect at any time, and, so electing, shall be appointed to the Board. Declarant may elect to withdraw from the Board at any time. All such communications shall be in writing.

The foregoing reservation to be an active Member of the Board shall only apply so long as Declarant, or Declarant's Representative, has at least one (1) lot for sale to the public at large, which lot is part of the lots referenced in this Amendment.

AMENDED DECLARATION LANGUAGE – PART 2

The following language shall be added at the end of the Article VI, Section 2 Land Use Restrictions, Subsection (1) Building Type; in the instance of any conflict with any other portion of the Declaration, the following language shall prevail, except as may be modified by Rule of the Board:

"It is the intent of the language of Subsection (1) that an Owner shall not use any portion of his/her/its Lot for the occasional, temporary, or permanent storage of vehicles, trailers, equipment, or tools, among others, which may be further defined by the Board from time to time, which have been, are, or may be used in an exclusive and/or occasional manner by an Owner in his/her/its work, job, business or other commercial enterprise. Violation of this provision shall constitute a nuisance and be subject to provisions of penalty and fine as provided by the Declaration and/or Rules of the Board."

AMENDED DECLARATION LANGUAGE – PART 3

The following language shall be added as part of Article VI, Section 2. Land Use Restrictions, Subsection (17) Parking, Recreational and Other Vehicles; in the instance of any conflict with any other portion of the Declaration, the following language shall prevail, except as may be modified by Rule of the Board:

"Parking of permitted vehicles in a side-yard of a home, shall require ACC approval as to use and as to type of vehicle to be parked in such space.

"Owners, their guests, residents, or service vehicles necessitated at the request of an Owner, may park on the streets of the Subdivision on a short-term basis (no longer than 24 hours in any seven (7) day period. Any vehicle that is parked in violation of same may be towed without any further notice as soon as reported by any Member of the Association, or the guest or resident of the Member. All parking violations shall be reported to the Association for action. The owners of the vehicle found to be in violation shall be responsible for all fines and costs associated with such towing as established by the towing company.

"Owners shall not park, store, or keep on their driveway or on any street within the Subdivision 1) any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck, delivery truck, open/closed equipment trailer); 2) any recreational vehicle (including, but not limited to, any camper, travel trailer, RV, motor home, or boat); 3) any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; 4) or any inoperable vehicle of any type. Camper trucks (i.e., pickup truck with a camper shell affixed) and similar vehicles up to and including one ton when used for everyday-type transportation may be kept on the Property.

"Motorhomes, boats/trailers, campers/camper trailers, and similar recreational vehicles, as may be further defined by Rule of the Board, may be parked on the side of a Lot, behind the front setback foundation line of the home, in a fenced area with a front metal screening gate, as approved by Rule of the Board, or in the Owner's enclosed garage; however, such vehicles/equipment shall not be parked in garage space which would result in the Owner's inability to park/store operational, daily use automobiles/vehicles in the garage space(s) as intended by provision of the Declaration. Motorhomes, boats/trailers, campers/camper trailers, and similar recreational vehicles may be parked in driveways for a maximum twenty-four (24) hour period in any seven (7) day period to allow for loading or unloading. No Owner shall park, store, or keep anywhere within the Subdivision or Lot any vehicle or vehicular-related equipment, mobile or otherwise, deemed to be a nuisance by the Board, except as otherwise provided in this Amendment.

"The area of side yard which, upon election of an Owner and upon approval of the ACC, becomes a place of storage as referenced in the Subsection (17), shall comply with the following minimum standards: 1) the area shall be fenced; 2) the fenced area, at the front foundation line of the home shall have in place an iron gate with screening mesh, as approved by the ACC; 3) the area of parking shall be poured in concrete slab; no such parking area shall be dirt, gravel, or asphalt; 4) such side-yard parking areas may, at the election of the Owner have planting strips, which shall be maintained by the Owner; 5) any such side-yard parking areas shall be kept weed-free and refuse-free; 6) no side-yard parking area may be used in

conjunction with a waste-water dump connected to the City sewer system; 7) any such side-yard parking area, as part of its improvement process shall provide for adequate drainage of the side-yard/concrete pad area such that drainage water will be properly accommodated, trapped, and moved/given outlet to the street and not to a neighboring Lot; 8) no temporary or permanent awnings or similar coverings, which by design are to be attached to the side of the home, shall not allowed in conjunction with the parking of permitted vehicles."

AMENDED DECLARATION LANGUAGE – PART 4

The following language shall be added as part of Article XI, Section 12. Antennas: in the instance of any conflict with any other portion of the Declaration, the following language shall prevail, except as may be modified by Rule of the Board:

"In clarification, placement of a satellite dish/antenna shall require ACC approval; failure to obtain such approval shall constitute a violation of the provisions hereof and may result in penalty and fines, as provided elsewhere in the Declaration.

"A Satellite Dish should be attached in the location provided by the Declarant/Builder as anticipated by the design/construction of the home, or as otherwise guided by the ACC. A Dish is to be placed only at the rear portion of the home, on the eave of the roof or on the rear or side fascia as far toward the rear of the home as possible and still accommodate adequate signal reception. Such location allows for the placement of wiring to be within the attic space of the home. It shall not be allowed for Dish wiring to be hung, strung or otherwise located or affixed to the exterior portions of any portion of the home; all such wiring shall be concealed in attic and wall spaces of the home. A Dish shall never placed or affixed on or to the roof surface or roof tile, at any location thereof. "

Declarant continues to reserve all rights it is currently granted by the DECLARATION FOR THE TERRACES AT SEVEN HILLS SUBDIVISION.

This Third Amendment to the Declaration, as applicable, affects all Lots in The Terraces at Seven Hills Subdivision, Phases 1, 2, and 3.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2009.

DECLARANT, KTT, LLC

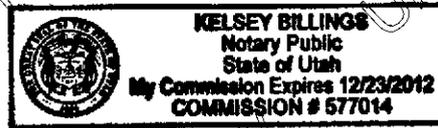

TROY ENCE, Authorized Signatory Member

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 20 day of June, 2009, before me personally appeared Troy Ence whose identity is personally know to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is an Authorized Signatory Member of KTT, LLC, a limited liability company, and that the foregoing document was signed by him on behalf of that entity by authority of its Operating Agreement and/or Resolution of the Members, and he acknowledged before me that the LLC executed the document and the document was the act of the LLC for its stated purposes.



NOTARY PUBLIC
Address: St. George, Washington County, UT



Legal Description – Phase 1

Beginning at a point located North 89°20'18" West along the Section line 1341.43 feet and North 1°08'38" East along the 1/16 line 1581.90 feet from the Southeast Corner of Section 15, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point also being the Northeast Corner of STONE GATE AT SEVEN HILLS PHASE 3, according to the Official plat thereof, records of Washington County, and running thence along the Northerly boundary of said Subdivision the following Five (5) courses: North 88°51'54" West, 334.06 feet; thence South 87°54'08" West, 88.14 feet; thence North 88°53'04" West, 113.88 feet; thence South 1°08'06" West, 38.86 feet; thence North 88°51'54" West, 135.00 feet to a point on the 1/64 line; thence leaving said Subdivision boundary North 1°08'06" East along the 1/64 line, 495.00 feet; thence South 88°51'54" East, 157.50 feet; thence North 85°14'47" East, 70.37 feet; thence North 83°51'56" East, 70.57 feet; thence North 84°16'18" East, 70.51 feet; thence North 87°37'23" East, 70.13 feet; thence South 88°51'54" East, 107.50 feet; thence North 1°08'06" East, 15.63 feet; thence South 88°51'54" East, 126.02 feet to a point on the Westerly boundary of VISTA RIDGE ESTATES PHASE 2, according to the Official Plat thereof, records of Washington County, said boundary also being the 1/16 line; thence South 1°08'38" West along the 1/16 line 495.63 feet to the point of beginning.

Legal Description – Phase 2

Beginning at a point located North 89°20'18" West along the Section line 1341.43 feet and North 1°08'38" East along the 1/16 line 2077.53 feet from the Southeast Corner of Section 15, Township 42 South, Range 16 West, Salt Lake Base and Meridian said point also being the Northeast Corner of the TERRACES AT SEVEN HILLS PHASE 1, according to the Official Plat thereof, records of Washington County, and running thence along the Northerly boundary of said Subdivision the following Eight (8) courses: North 88°51'54" West, 126.02 feet; thence South 1°08'06" West, 15.63 feet; thence North 88°51'54" West, 107.50 feet; thence South 87°37'23" West, 70.13 feet; thence South 84°16'18" West, 70.51 feet; thence South 83°51'56" West, 70.57 feet; thence South 85°14'47" West, 70.37 feet; thence North 88°51'54" West, 157.50 feet to a point on the 1/64 line; thence leaving said Subdivision boundary North 1°08'06" East along the 1/64 line 490.00 feet; thence South 88°51'54" East, 111.00 feet; thence South 1°08'06" West, 12.55 feet; thence South 88°51'54" East, 111.00 feet; thence North 83°51'56" East, 71.23 feet; thence North 83°53'32" East, 71.23 feet; thence North 88°21'26" East, 70.76 feet; thence South 88°51'54" East, 111.00 feet; thence South 1°08'06" West, 24.37 feet; thence South 88°51'54" East, 126.09 feet to the point on the Westerly boundary of VISTA RIDGE ESTATES PHASE 2 according to the Official Plat thereof, records of Washington County, said boundary also being the 1/16 line; thence South 1°08'38" West along the 1/16 line 420.00 feet to the point of beginning.

Legal Description – Phase 3

Beginning at a point located North 89°20'18" West along the Section line 1341.43 feet and North 1°08'38" East along the 1/16 line 2497.53 feet from the Southeast corner of Section 15, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point also being the Northeast corner of the TERRACES at SEVEN HILLS PHASE 2, according to the Official Plat thereof, records of Washington County, and running thence along the Northerly boundary of said subdivision the following Nine (9) courses, North 88°51'54" West 126.09 feet; thence North 1°08'06" East 24.37 feet; thence North 88°51'54" West 111.00 feet; thence South 88°21'26" West 70.76 feet; thence South 83°53'32" West 71.23 feet; thence South 83°51'56" West 71.23 feet; thence North 88°51'54" West 111.00 feet; thence North 1°08'06" East 12.55 feet; thence North 88°51'54" West 111.00 feet to a point on the 1/64 line; thence leaving said subdivision boundary North 1°08'06" East along the 1/64 line 156.97 feet to the center West East 1/64 corner of said Section 15; thence North 1°08'00" East along the 1/64 line 551.27 feet to the Southwest corner of that parcel as described in Entry No. 732297 in the records of Washington County; thence South 89°14'06" East along said parcel 671.20 feet to the Westerly boundary of RACING RANCH MOBILE HOME ESTATES 6, according to the Official Plat thereof, records of Washington County, said boundary also being the 1/16 line; thence South 1°08'27" West along the 1/16 line 552.89 to the center East 1/16 corner of said Section 15, said 1/16 corner also being the Northwest corner of VISTA RIDGE ESTATES PHASE 2, according to the Official Plat thereof, records of Washington County; thence South 1°08'38" West along the 1/16 line and the Westerly boundary of said VISTA RIDGE ESTATES PHASE 2 175.18 feet to the point of beginning.