



WHEN RECORDED RETURN TO:  
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GURR LAW, PLLC  
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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF "THE VIEWS" AT STONE  
MOUNTAIN**

This Amendment ("Amendment") to the Declaration of Covenants, Conditions, and Restrictions of "The Views" at Stone Mountain ("Declaration") is made on the date executed below by The Views at Stone Mountain Development LLC ("Declarant").

**RECITALS**

- A. Certain real property in Washington County, Utah, known as The Views at Stone Mountain, more particularly defined on Exhibit A, was subjected to certain covenants, conditions, and restrictions, pursuant to the Declaration recorded April 12, 2007 as entry number 20070018687 in the Recorder's Office for Washington County, Utah;
- B. The Declarant desires to make amendments to the Declaration pursuant to Article XIII, Section 4, Declarant's Right to Amend; and
- C. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto.

NOW THEREFORE, Declarant hereby amends the following Articles and Sections to read as follows:

**AMENDMENTS**

**Article V. Assessments**

**Section 6. Rate of Assessment.**

- a) The regular annual assessment shall be no greater than \$200.00 per Lot, until the sooner to occur of (i) three (3) months from the date this Declaration is recorded with the Washington County Recorder, or (ii) the date on which Declarant, its successors and assigns as to the development of the project, has

transferred to Lot purchasers seventy percent (70%) of the Lots within The Views At Stone Mountain Phase 1 (the "Turnover Date"). The foregoing does not preclude a special assessment prior to the Turnover Date.

- b) After the occurrence of the Turnover Date as described in Article V, Section 6(a) above, both annual and special assessments shall be fixed at a uniform and equal rate for all Lots, regardless of Lot size, at a rate necessary to pay the expenses of the Project as described in Article V, Section 2 above.

**Section 7. Annual Assessment Due Dates.** The assessments provided for herein shall commence to accrue on the first day of the month following conveyance to an Owner. The first assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Board of Directors as to the amount of said assessment, the assessment shall be an amount equal to ninety percent (90%) of the maximum assessment provided above.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for payment of said assessment shall be established by the Board of Directors.

#### Article VII. Use and Building Restrictions

**Section 3. Vehicles.** Boats, trailers, campers, recreational vehicles and similar vehicles owned by the Owner and any residents of the Lot shall be parked only within the Lot of the Owner concerned. All vehicles of Owner remaining overnight may be parked on the Lot, in the garage, or on the street of the Project. All vehicles of guests or invitees to a Lot remaining overnight may be parked on the Lot and on the streets of the Project. No vehicle may be parked on the street within the subdivision for more than seven consecutive days. No inoperable motor vehicle shall be parked on any Lot or on the streets of the Project except within the enclosed garage of the Lot.

Notwithstanding the foregoing, no commercial vehicle or trailer shall be parked on the street of the Project overnight.

**Section 18. Construction of Living Unit.** Each Living Unit constructed on a Lot must be constructed pursuant to a contract with Declarant or Declarant's assignee, as directed by Declarant. Each Lot Owner must contract directly with Declarant or Declarant's assignee, as directed by Declarant, for the Declarant to arrange for the construction of the Living Unit. A Lot Owner may contract with another person or entity for the construction of the Living Unit only after obtaining prior written consent from the Declarant.

All construction shall be completed and shall have a certificate of occupancy within nine (9) months from the date of commencement of construction, including all landscaping which is visible from the street.

Article VIII. Architectural Control

Section 11. Living Unit Restrictions.

c) Minimum Square Footage. No single unit shall have less than two-thousand four hundred (2,400) square feet of living area exclusive of porches, balconies, patios, and garages. In addition, for a unit with a second story or a basement, no such unit shall have less than two thousand (2,000) square feet of living area on the main level, exclusive of porches, balconies, patios, and garages. Notwithstanding the foregoing, the Architectural Control Committee may, at its sole discretion, but by a reasonable and ascertainable standard, alter the minimum square footage requirement for any given unit based on individual lot size and limitations.


IN WITNESS WHEREOF, Declarant, by the Board of Directors of the Association, has executed this Amendment to the Declaration this date:

**Board of Directors of the Association**

Date: 6-26-12

  
Curt Shattuck

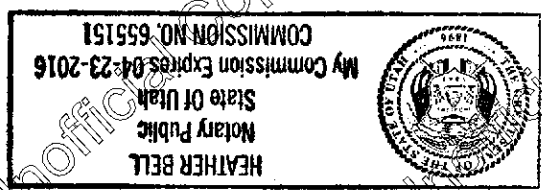
Date: 6-27-02-2012

  
Brian Shattuck

Date: 07-02-12

  
Scott Wood

STATE OF UTAH )  
 ) :SS  
COUNTY OF WASHINGTON )



On this 26 day of June, 2012, before me personally appeared Curt Shattuck, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is a member of the

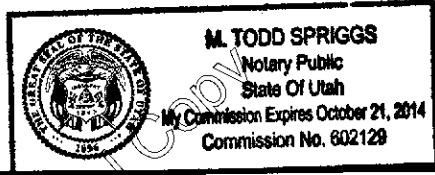
Board of Directors of The Views at Stone Mountain Homeowners Association and that the foregoing document was signed by him on behalf of that Association by proper authority and he acknowledged before me that the Association executed the document and the document was the act of the Association for its stated purpose. (notary seal)

Heather Bell  
NOTARY PUBLIC

STATE OF UTAH )  
) :ss  
COUNTY OF WASHINGTON )

On this 2 day of July, 2012, before me personally appeared Brian Shattuck, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is a member of the Board of Directors of The Views at Stone Mountain Homeowners Association and that the foregoing document was signed by him on behalf of that Association by proper authority and he acknowledged before me that the Association executed the document and the document was the act of the Association for its stated purpose. (notary seal)

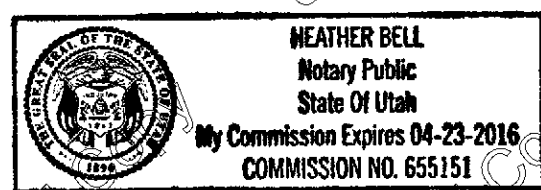
M. Todd Spriggs  
NOTARY PUBLIC



STATE OF UTAH )  
) :ss  
COUNTY OF WASHINGTON )

On this 2 day of July, 2012, before me personally appeared Scott Wood, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is a member of the Board of Directors of The Views at Stone Mountain Homeowners Association and that the foregoing document was signed by him on behalf of that Association by proper authority and he acknowledged before me that the Association executed the document and the document was the act of the Association for its stated purpose. (notary seal)

Heather Bell  
NOTARY PUBLIC



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Beginning at a point on the section line said point being North 00°50'22" East 853.32 feet from the Southwest Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 00°50'22" East 42.35 feet along the section line to the southerly line of River Hollow Phase 1;

thence North 71°39'26" East 163.87 feet along the southerly line of said River Hollow Phase 1;  
thence easterly 31.42 feet along an arc of a 540.00 foot radius curve to the right (center bears South 18°20'34" East long chord bears North 73°19'26" East 31.41 feet with a central angle of 03°20'00") along the southerly line of River Hollow Phase 1;

thence South 18°36'21" East 39.46 feet;

thence South 01°59'57" East 201.74 feet;

thence North 83°43'20" East 442.79 feet;

thence North 06°16'40" West 195.57 feet;

thence North 04°15'40" West 42.21 feet to the southerly line of said River Hollow Phase 1;

thence North 85°14'20" East 131.88 feet along the southerly line of said River Hollow Phase 1;

thence easterly 47.16 feet along an arc of a 1,000.00 foot radius curve to the right (center bears South 04°45'40" East long chord bears North 86°35'24" East 47.16 feet with a central angle of 02°42'08") along the southerly line of said River Hollow Phase 1;

thence South 00°36'55" West 853.96 feet;

thence South 89°21'10" East 11.85 feet;

thence South 00°38'50" West 169.98 feet to the section line;

thence North 89°21'05" West 593.55 feet along the section line;

thence North 05°04'57" West 914.04 feet;

thence South 71°39'26" West 183.42 feet to the Point of Beginning.

Containing 506,074 square feet or 11.618 acres.