



**FIRST AMENDMENT
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KOLOB RANCHES ESTATES SUBDIVISION
PHASE 6C
WASHINGTON COUNTY, UTAH**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment") is made as of the 30th day of March 2017, by Kolob Development, Inc., a Utah corporation, referred to below as "Declarant", and by the Owners of certain Lots in Kolob Ranches Estates Subdivision, Phase 6C, as set forth below (collectively, "Amending Owners").

RECITALS:

A. Declarant was originally the owner of all of the Lots in Kolob Ranches Estates Subdivision, Phase 6C, according to the Official Plat thereof on file in the Office of the County Recorder of Washington County, Utah, and certain Lots therein were thereafter sold and conveyed to other Owners.

B. Declarant completed the development of a residential subdivision on the Property. Declarant conveyed certain of the Lots within the Subdivision to other Owners subject to certain protective covenants, conditions, and restrictions, all as set forth in the Declaration of Covenants, Conditions and Restrictions, dated June 1, 2007, and recorded June 28, 2007 as entry #20070033598, in the Office of the County Recorder of Washington County, Utah. Declarant amended and restated the Declaration of Covenants, Conditions and Restrictions pursuant to an Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated December 1, 2012, and recorded December 31, 2012 as entry # 20120044771, in the Office of the County Recorder of Washington County, Utah (as amended the "Declaration").

C. Declarant and Amending Owners, who are collectively the Owners of more than 80% of the Lots in the Subdivision, desire to amend the Declaration pursuant to Section 10.6 of the Declaration, and have agreed to the provisions hereof, which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Lots.

NOW, THEREFORE, the Declaration, as recorded December 31, 2012 as entry # 20120044771, in the Office of the County Recorder of Washington County, Utah, is hereby amended as hereinafter provided:

1. "Phase 6C Lots" or "Lots", as defined in Article I, shall be amended to add thereto Lots 324 and 325.

2. Article II is hereby amended by deleting said Article in its entirety and substituting therefore and in lieu thereof the following:

ARTICLE II
ARCHITECTURAL COMMITTEE

2. Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Improvements which are compatible with the area landscape. The placement, dimensions, materials, colors, and Public View aspects of the Improvements will be guided thereby, but still allow for diversity in style and vitality in design.

To accomplish the goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the architectural design standards set forth in this Declaration.

2.1 Architectural Committee Created. The Committee will consist of three (3) people appointed by the Declarant, who do not need to be Owners. The Declarant also has the right to appoint up to two (2) additional alternate members of the Committee who may/shall attend all Committee meetings but only vote in the absence of any member of the Committee.

2.2 Approval by Committee. No Improvements of any kind, including without limitation the construction of any Dwelling Unit, garage, Accessory Dwelling Unit, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, fences, walls, curbs, poles, landscaping, satellite dishes or antennas, solar panels, or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner.

a. Plans submitted. Plans for the construction of any Improvement must be submitted to the Committee for review. The preliminary plans should be submitted to the Committee before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and all other structures or Improvements to be built; detailed drawings of elevations of all buildings showing locations of windows, doors, roof pitches, decks, and other exterior elements; a list of exterior siding and roofing materials and/or a sample of each, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks, and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. The landscape plan shall also show a list of all plants to be used and their location along with the location of any landscape lighting. A complete drawing plan for the Lot

shall also be provided for approval. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.

At or prior to the time that the preliminary plans are submitted to the Committee, it is strongly recommended that a meeting be held with the Owner or his representative, the designer/architect and Builder, if selected, and at least one (1) representative of the Committee to review the proposed Improvements. The discussion shall include:

- A visit to the project site to determine topography, natural elements to preserve, view corridors, etc.;
- Establishment of the Building Envelope;
- Establishment of the finished floor elevation;
- A review of the process of designing and building Improvements within the Subdivision and the Owner's role in that process;
- A review of the Subdivision's architectural and landscape philosophy;
- A review of the guidelines and updates;
- Any potential requests for variances by Owner's consultants;
- A discussion of the required Application Form (Appendix "A")

b. Design Review Fee and Construction Deposit Fee. The applicant shall pay a non-refundable design review fee to the Committee at the time of the submittal of the preliminary plans, as provided in paragraph 2.2a, currently set at \$2,000.00 for each new Dwelling and \$1,000.00 for each addition or remodel. Design review fees are charged to cover administrative costs, consultant and Committee fees, site inspections, and other related costs of administering the design review process.

c. Application and Payment of Design Review Fee. As part of the design review process, an Application Form will be completed and signed by the Owner and submitted to the Committee substantially in the form of **Exhibit "A"** attached hereto. The check for the design review fee shall be made payable to the "Architectural Committee, Kolob Phase 6C".

d. Review. Within 15 days after receipt of a complete submission, the Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If they do not comply, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. The Owner may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be retained by the Committee and a copy delivered to Washington County. Any construction that is not in strict compliance with the approved plans is prohibited.

Any member of the Committee, or any of its representatives, or agents may, at any reasonable hour enter the Property and inspect any Improvement being built thereon for the purposes of inspection for compliance with approved plans and building codes and guidelines.

e. Failure to Act. If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

f. Written Record. The Committee will maintain a written record of its actions, and maintain in its files a copy of any plans approved or rejected for a period of ten (10) years.

2.3 Variances. Variances to the architectural design standards contained in this Declaration may be granted only when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the consent of the Committee and County approval, if applicable.

2.4 Extraordinary Costs. Whenever it deems appropriate, the Committee, upon unanimous vote, may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the applicant. No architect or engineer will be hired if the professional advice sought by the Committee can be obtained from the applicant's architect or engineer, as the case may be. Further, no architect or engineer will be hired without advance notice to the applicant of the intention to hire a review architect or engineer, including the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary or inappropriate to the circumstances. The costs of such review will be billed directly to and paid immediately by the applicant.

2.5 General Design Review. The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the architectural design standards of this Declaration. These standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed Subdivision constructed of highest quality materials. If the Committee concludes that the proposed design is not aesthetically pleasing, the application may be disapproved even though it may meet all of the conditions of the guidelines herein. The plans may also be disapproved if the Committee determines that the building is inappropriately sited.

2.6 Declarant and Committee not Liable. The Declarant and the Committee and its members shall not be liable to the applicant or to the Owners of Lots within the Subdivision for any damages for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against each other Owner.

2.7 Limitations on Review. the Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes to plans as may subsequently be required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

2.8 Completion. Upon the completion of any Improvement, the Owner or his representative shall give written or a verbal notice thereof to the Committee. The committee, or its duly authorized representative, may inspect the completed Improvement in order to determine whether it was constructed, erected or installed in substantial compliance with the approved plans. If the Committee or its representative finds that such work was not done in substantial compliance with the approved plans and specifications, it shall so notify the Owner in writing after the inspection. The notice shall specify the particulars of noncompliance. In the event the owner fails to remedy the noncompliance within thirty (30) days from the date of notification to the Owner, the Committee, in addition to any other remedies it may have pursuant to these guidelines, the Declaration and applicable law, shall have legal standing to commence and prosecute legal proceedings against any owner in order to correct such noncompliance as it deems necessary.

3. Section 3.22 is hereby amended by deleting said section in its entirety and substituting therefore and in lieu thereof the following:

3.22 Vehicles Restricted to Roadways. No motor vehicle will be operated on the property except on Roadways and driveways. No snowmobiles, ATVs or motorcycles will be operated on the Property except on public streets and pursuant to applicable ordinances, rules, and regulations of Washington County, Utah.

4. Appendix "A" is hereby deleted in its entirety.
5. Appendix "C" is hereby deleted in its entirety.
6. Appendix "B" is hereby deleted in its entirety and replaced and re-numbered Appendix "A".

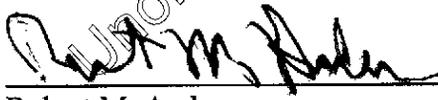
"AMENDING OWNERS"

RMA INVESTMENT CO., LLC,
a Utah limited liability company

By: 
Robert M. Anderson, Manager

COUNTRYSIDE INVESTMENT CO., LLC,
a Utah limited liability company

By: 
Stephen D. Swindle, Manager


Robert M. Anderson

Dayton T. Carr

Charles P. Stetson, Jr.

James Duchanin

“AMENDING OWNERS”

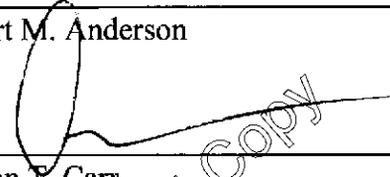
RMA INVESTMENT CO., LLC,
a Utah limited liability company

By: _____
Robert M. Anderson, Manager

COUNTRYSIDE INVESTMENT CO., LLC,
a Utah limited liability company

By: _____
Stephen D. Swindle, Manager

Robert M. Anderson



Dayton F. Carr

Charles P. Stetson, Jr.

James Duchanin

"AMENDING OWNERS"

RMA INVESTMENT CO., LLC,
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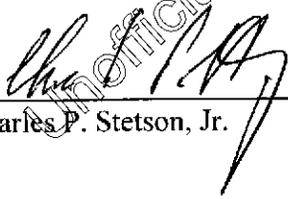
By: _____
Robert M. Anderson, Manager

COUNTRYSIDE INVESTMENT CO., LLC,
a Utah limited liability company

By: _____
Stephen D. Swindle, Manager

Robert M. Anderson

Dayton T. Carr



Charles P. Stetson, Jr.

James Duchanin

"AMENDING OWNERS"

RMA INVESTMENT CO., LLC,
a Utah limited liability company

By: _____
Robert M. Anderson, Manager

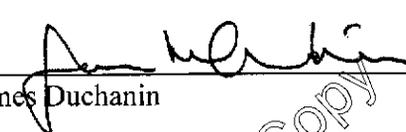
COUNTRYSIDE INVESTMENT CO., LLC,
a Utah limited liability company

By: _____
Stephen D. Swindle, Manager

Robert M. Anderson

Dayton T. Carr

Charles P. Stetson, Jr.



James Duchanin

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

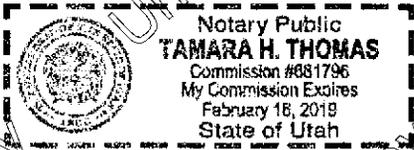
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by ROBERT M. ANDERSON, the Manager of RMA INVESTMENT CO., LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

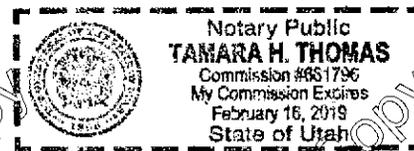
The foregoing instrument was acknowledged before me this 30 day of March, 2017, by STEPHEN D. SWINDLE, the Manager of COUNTRYSIDE INVESTMENTS CO. LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by ROBERT M. ANDERSON.



[Signature]
NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by DAYTON T. CARR.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by ROBERT M. ANDERSON, the Manager of RMA INVESTMENT CO., LLC, a Utah limited liability company.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by STEPHEN D. SWINDLE, the Manager of COUNTRYSIDE INVESTMENTS CO., LLC, a Utah limited liability company.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by ROBERT M. ANDERSON.

NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 31 day of March, 2017, by DAYTON F. CARR.

MARILYN E CAFONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6331053
Qualified in New York County
My Commission Expires September 28, 2019

Marilyn E Cafone
NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by CHARLES P. STETSON, JR.

8:45 AM
23rd
APRIL 2017

Elena Brosova
NOTARY PUBLIC
ELENA BROSOVA
Notary Public, State of New York
Registration #01OR6244024
Qualified In Queens County
Commission Expires June 27, 2017

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James Duchanin.

NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by CHARLES P. STETSON, JR.

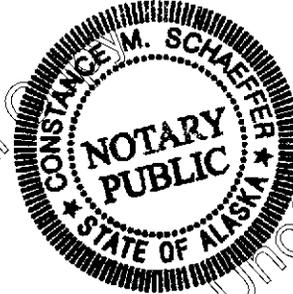
NOTARY PUBLIC

STATE OF Alaska)
 : ss.
COUNTY OF NWAB)

The foregoing instrument was acknowledged before me this 6th day of April,
2017, by James Duchanin.



NOTARY PUBLIC



Appendix 'A': Application Forms

PLAN REVIEW APPLICATION FORM

_____ PRELIMINARY PLANS	_____ FINAL PLANS
_____ Additions/Alterations	
_____ Substantial Reconstruction	
_____ Landscaping	_____ Other

Address of the Committee: _____ Email: _____

FROM: _____ LOT _____

Owner's Name _____

Owner's Address _____

Daytime Telephone Number(s) _____

APPLICANT _____ Tel. _____
 Name, Address

ARCHITECT _____ Tel. _____
 Name, Address

LANDSCAPE _____ Tel. _____
 Name, Address

BUILDER _____ Tel. _____
 Name, Address

LENDER _____ Tel. _____
 Name, Address

REVIEW CRITERIA: The owner shall submit all plans and specifications for review and approval at the current address of the Committee at least one (1) week prior to the scheduled meeting. Every application presented to the Committee is given full careful review, with consideration given for the Site and the requested amenities. Each submission is judge on its own merits. What may be acceptable for one submittal or Lot may not apply to another submittal or Lot.

LIST THE FOLLOWING:

- Total floor area coverage _____ (SF) _____ (SF)
- Home Model Name _____
- This is the _____ (1st) _____ (2nd) _____ (3rd) _____ (4th) submittal
- Has the checklist been filled out? _____ (Yes) _____ (No)
- Plan check fee of \$ _____
- Plan check fee for additional review \$ _____

SIGNATURE: _____
 Applicant Date

APPROVAL (To be completed by committee)
 _____ Approved _____ Approved with conditions _____ Denied

BY: _____
 The Committee Date

PRELIMINARY PLAN SUBMITTAL REQUIREMENTS AND CHECKLIST: (PAGE 2)

OWNER

Name, Address

Tel.

APPLICANT

Name, Address

Tel.

COMPLIANCE REQUIREMENT

COMPLIES DOES NOT COMPLY

_____ Indicate and list separately if any variances are requested and reasons for same
_____ Architect's and a landscape architect's name and registration no. shall be noted on plans
_____ Are two (2) sets of full-size plans and four (4) sets of 11x17" plans submitted
_____ Plan shall have general information such as name, scale, etc.

SITE PLAN & ROOF PLAN

_____ Identification of Lot by parcel and lot number
_____ Lot boundaries and building envelope with dimensions and grade lines
_____ Dimensioned main and accessory building footprint (with patio, balcony, etc., in dashed lines) with roof lines (in solid), including eaves ridges and valleys, dimension overhangs
_____ Property fencing and gates with heights and lengths dimensioned
_____ Building and fencing setbacks with dimensions
_____ Sidewalks, driveways, patios, pools, spas, utility boxes and points of connection
_____ Finishes of all exterior paving materials, including walkways, driveways, pool deck, etc.

GRADING PLAN (No small than 20 Scale)

_____ Existing and proposed grades
_____ Lot boundaries with dimensions
_____ Drainage pattern
_____ Grades of adjacent properties, streets, slope banks, etc.
_____ Retaining wall location and sections and other site structures, if any

FLOOR PLAN(S) (1/8" or 1/4" Scale)

_____ Dimensioned floor plan(s) for each level, including porte-cochere, patios, balcony, etc.
_____ Dimensioned floor plans of accessory structure
_____ Square footage of all areas, including living space, garage, balcony, patio, etc.

ELEVATIONS (1/8" or 1/4" Scale)

_____ Elevation of all sides
_____ Dimensioned heights of all elements
_____ Note all finish materials and textures of all exterior surfaces, including walls, roof, eaves

CONCEPTUAL LANDSCAPE PLANS (1/8" or 1/4" Scale)

_____ Location of all existing and proposed trees, shrubs, groundcovers, and turf in the front, side, and rear yards exposed to all public areas
_____ Plant material sizes to be drawn at maturity
_____ Identification of all plant material with Latin and common names in a plant list

By signing below the Applicant affirms review of the above.

SIGNATURE: _____

Applicant

_____ Date

FINAL PLAN SUBMITTAL REQUIREMENTS AND CHECK LIST:

OWNER	_____	_____
	Name, Address	Lot No.
APPLICANT	_____	_____
	Name, Address	Tel.

COMPLIANCE REQUIREMENT

Yes No

- _____ Were there any special variances granted in the preliminary review?
- _____ Is the material sample board submitted on and 8 1/2" x 14"?
- _____ Do the plans have general information such as name, scale, etc.?

COMPLIES DOES NOT COMPLY

- _____ **SITE PLAN** (total of two (2) required, one (1) full size and one (1) on 8 1/2" x 11" at 20 scale)
- _____ Identification of Lot by lot number
- _____ Lot boundaries with dimensions
- _____ Dimensioned main and accessory building footprint (with patio, balcony, etc., in dashed lines) with roof lines (in solid), including eaves ridges and valleys; dimension overhangs
- _____ Building and fencing setbacks with dimensions
- _____ Property fencing and gates with heights and lengths dimensioned
- _____ Driveways (with distance to trees), utility boxes and points of connection
- _____ Finishes of all exterior paving materials, including walkways, driveways, pool deck, etc.
- _____ Utility connections, meter locations, and means to screen from Public View
- _____ HVAC and pool equipment location and means to screen from Public View

- _____ **GRADING PLAN** (No smaller than 20 Scale)
- _____ Existing and proposed grades
- _____ Lot boundaries with dimensions
- _____ Drainage pattern
- _____ Grades of adjacent properties, streets, slope banks, etc.
- _____ Retaining wall location and sections and other site structures, if any

- _____ **FLOOR PLAN(S)** (1/4" Scale)
- _____ Dimensioned floor plan(s) for each level, including porte-cochere, patios, balcony, etc.
- _____ Dimensioned floor plans of accessory structure
- _____ Summary of square footage of all areas, including living space, garage, balcony, patio, etc.

- _____ **ELEVATIONS** (1/4" Scale)
- _____ Elevation of all sides with dimensioned heights of all elements
- _____ Bulk plane setback lines for front and corner side yards
- _____ Note finish materials and colors of all exterior surfaces, including walls, roof, and eaves

- _____ **LANDSCAPE PLAN(S)** (10 Scale)
- _____ Location of all existing and proposed trees, shrubs, groundcovers, and turf in all yards
- _____ Location and specifications of all existing and proposed inorganic materials in all yards
- _____ Plant material sizes drawn with sizes at maturity
- _____ Identification of all plant material with Latin and common names in a plant list

- _____ **IRRIGATION PLAN(S)** (1/8" or 1/4" Scale)
- _____ Location and product specifications of entire irrigation system

- _____ **CONSTRUCTION PLAN** (1/8" or 1/4" Scale)
- _____ Location of temporary construction facilities, toilet, trash receptacle, and construction access

By signing below the Applicant affirms review of the above.

SIGNATURE: _____ **Date** _____

Applicant