

Amended Restrictive Covenants Page 1 of 8  
Gary Christensen Washington County Recorder  
09/21/2022 03:04:17 PM Fee \$40.00 By  
SUTHERLAND TITLE COMPANY

**Mail copy to:**  
Derek Ellis  
Mountain Vista Development, Inc.  
668 E. 12225 S., Suite 104  
Draper, UT 84020

**1<sup>st</sup> AMENDMENT TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR  
FALCON RIDGE SUBDIVISION  
PHASE 4**

The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Falcon Ridge Subdivision, Phase 4 (the "Declaration") was recorded as Document No. 20210075829 in the office of the Washington County Recorder on November 30, 2021 against the following described real property within Washington County, Utah:

**See Exhibit A, comprising of Lots 1 through 33 inclusive of Falcon Ridge Subdivision, Phase 4.**

Each such lot shall be hereinafter referred to separately as "Lot".

WHEREAS, Article III, Section 3 provides the Declarant, who is Mountain Vista Development, Inc. (hereinafter "Developer" or "Builder" or "Declarant") with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable prior to the sale of ninety five percent (95%) of all lots in Falcon Ridge Subdivision, Phase 4; and,

WHEREAS, the Declarant currently retains control of all lots within the Falcon Ridge Subdivision, Phase 4.

NOW THEREFORE, in accordance with the Declaration, and having the necessary authority, the following portions of the Declaration are hereby amended to read as follows:

ARTICLE I is hereby stricken in its entirety and shall hereinafter read as follows:

ARTICLE I

[INTENTIONALLY OMITTED.]

The following shall be added as Section 1A between Sections 1 and 2 of ARTICLE II of the

ACCOMMODATION RECORDING ONLY:  
Sutherland Title Company makes no representation as to the condition of title and assumes no liability or responsibility for the validity, sufficiency, or effect of this recording.

Declaration:

SECTION 1A. EXTERIOR FINISHES. Exterior finishes on all dwellings shall be stucco, stone, brick, aluminum plank, cement board, or exterior wall tiles. Colors shall be earth tones. Front façade must be a combination of 2 or 3 exterior finishes. Accent must be a minimum of 25% of the front façade. No vinyl or natural wood materials shall be used.

The following shall be added as Section 2A between Sections 2 and 3 of ARTICLE II of the Declaration:

SECTION 2A. PROHIBITED STRUCTURES. Dome structures, Log homes, Relocated homes, Manufactured houses, and Earth or Berm homes of any type are not allowed.

The following sentences shall be added at the end of Section 9 and no language presently in Section 9 shall be stricken:

All fencing shall be continually maintained in structurally sound, plumb, and safe condition, including appropriate and regular maintenance of the fence surfaces, by the property owners abutting the fence. Repairs and patching shall consist of similar fencing materials and shall blend with the fence.

The following shall be added as Section 12 of ARTICLE II of the Declaration:

SECTION 12. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot. This is intended to require that the Owner retain water on his property.

The following shall be added as Section 13 of ARTICLE II of the Declaration:

SECTION 13. CONSTRUCTION AND CONTRACTOR PROVISIONS. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the properties:

- 13.1 COMPLETION OF CONSTRUCTION. There is no time limit for beginning construction. However, the construction of any building or structure on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction and, in any event, shall be substantially completed and ready for occupancy within twelve (12) months after such commencement.
- 13.2 BUILDING MATERIALS STORAGE. No Lot, part, or portion of the Property shall be used or maintained as storage for building materials except during a construction phase, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected

and shall not be placed in the streets or between the curb and property line. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside a dwelling, or accessory building out of public sight.

- 13.3 **DAMAGES.** Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the Subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.
- 13.4 **LOT MAINTENANCE PRIOR TO CONSTRUCTION.** Each Lot Owner shall control the growth and proliferation of noxious weeds and other flammable materials on their Lot. Nothing is to be stored on lot prior to start of construction of residence.
- 13.5 **MAINTENANCE OF LOT DURING CONSTRUCTION.** Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within seventy-two (72) hours by the contractor or subcontractor as owner/builder.
- 13.6 **CONSTRUCTION DEBRIS ON LOTS.** Concrete and mortar cleanout may only be done on an owner's Lot with the specific owner's permission, and nowhere else in subdivision. During construction of a Dwelling, no Lot Owner shall cause any construction garbage trash, refuse, or rubbish to be deposited, dumped, or kept on any Lot, but shall be deposited in closed containers, dumpsters, or other sanitary garbage collection facilities, and proper-sized, closed containers.

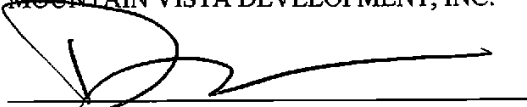
All other Articles and Sections not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant executed this Declaration on the day and year first written above.

[ADDITIONAL SIGNATURES  
AND NOTARY BLOCKS ON SUBSEQUENT PAGES]

WITNESS, the hand of said declarant this 21<sup>st</sup> day of September, 2022.

**DECLARANT:**  
MOUNTAIN VISTA DEVELOPMENT, INC.

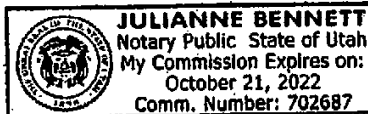
  
\_\_\_\_\_  
DEREK K. ELLIS  
V.P. Secretary/Treasurer

State of Utah  
County of Salt Lake

On this 21<sup>st</sup> day of September, 2022, personally appeared before me, the undersigned Notary Public, personally appeared DEREK K. ELLIS who is the V.P. Secretary/Treasurer of MOUNTAIN VISTA DEVELOPMENT, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

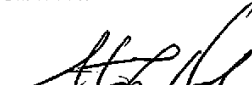
My commission expires: October 21, 2022



WITNESS, the hand of said owner this 16th day of September, 2022.

**OWNER:**

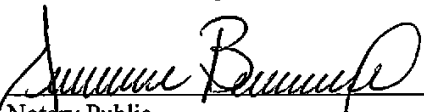
A.W. HARDY FAMILY INVESTMENTS LTD



STEVEN L. HARDY, Trustee of the RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner

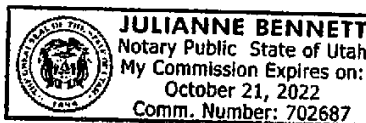
State of Utah  
County of Salt Lake

On this 16th day of September, 2022, before me, the undersigned Notary Public, personally appeared STEVEN L. HARDY, Trustee of the RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner of A.W. HARDY FAMILY INVESTMENTS LTD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.




Notary Public

My commission expires: October 21, 2022



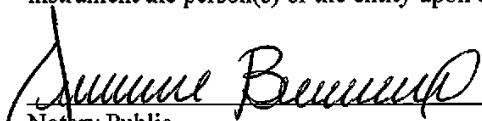
WITNESS, the hand of said owner this 16th day of September, 2022.

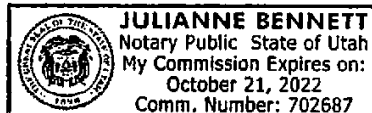
**OWNER:**  
DRP MANAGEMENT, INC.

  
\_\_\_\_\_  
MILLIE PARKER OLSON  
Vice President

State of Utah  
County of Salt Lake

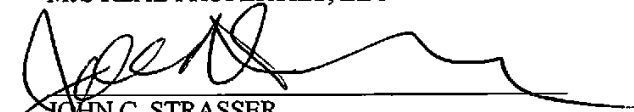
On this 16th day of September, 2022, personally appeared before me, the undersigned Notary Public, personally appeared MILLIE PARKER OLSON who is the Vice President of DRP MANAGEMENT, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: October 21, 2022




WITNESS, the hand of said owner this 16th day of September, 2022.


**OWNER:**  
MJS REAL PROPERTIES, LLC


  
\_\_\_\_\_  
JOHN C. STRASSER  
Manager/Member

State of Utah  
County of Salt Lake

On this 16th day of September, 2022, personally appeared before me, the undersigned Notary Public, personally appeared JOHN C. STRASSER who is the Manager/Member of MJS REAL PROPERTIES, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: October 21, 2022

 ~~JULIANNE BENNETT  
Notary Public State of Utah  
My Commission Expires on:  
October 21, 2022  
Comm. Number: 702687~~

 JULIANNE BENNETT  
Notary Public State of Utah  
My Commission Expires on:  
October 21, 2022  
Comm. Number: 702687

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

File No.: 51437

Lots 1 through 33, inclusive, FALCON RIDGE - PHASE 4, according to the official plat thereof, as recorded in the office of the County Recorder, Washington County, State of Utah.

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| Lot 1 Tax Parcel No.: H-FAL-4-1   | Lot 2 Tax Parcel No.: H-FAL-4-2   |
| Lot 3 Tax Parcel No.: H-FAL-4-3   | Lot 4 Tax Parcel No.: H-FAL-4-4   |
| Lot 5 Tax Parcel No.: H-FAL-4-5   | Lot 6 Tax Parcel No.: H-FAL-4-6   |
| Lot 7 Tax Parcel No.: H-FAL-4-7   | Lot 8 Tax Parcel No.: H-FAL-4-8   |
| Lot 9 Tax Parcel No.: H-FAL-4-9   | Lot 10 Tax Parcel No.: H-FAL-4-10 |
| Lot 11 Tax Parcel No.: H-FAL-4-11 | Lot 12 Tax Parcel No.: H-FAL-4-12 |
| Lot 13 Tax Parcel No.: H-FAL-4-13 | Lot 14 Tax Parcel No.: H-FAL-4-14 |
| Lot 15 Tax Parcel No.: H-FAL-4-15 | Lot 16 Tax Parcel No.: H-FAL-4-16 |
| Lot 17 Tax Parcel No.: H-FAL-4-17 | Lot 18 Tax Parcel No.: H-FAL-4-18 |
| Lot 19 Tax Parcel No.: H-FAL-4-19 | Lot 20 Tax Parcel No.: H-FAL-4-20 |
| Lot 21 Tax Parcel No.: H-FAL-4-21 | Lot 22 Tax Parcel No.: H-FAL-4-22 |
| Lot 23 Tax Parcel No.: H-FAL-4-23 | Lot 24 Tax Parcel No.: H-FAL-4-24 |
| Lot 25 Tax Parcel No.: H-FAL-4-25 | Lot 26 Tax Parcel No.: H-FAL-4-26 |
| Lot 27 Tax Parcel No.: H-FAL-4-27 | Lot 28 Tax Parcel No.: H-FAL-4-28 |
| Lot 29 Tax Parcel No.: H-FAL-4-29 | Lot 30 Tax Parcel No.: H-FAL-4-30 |
| Lot 31 Tax Parcel No.: H-FAL-4-31 | Lot 32 Tax Parcel No.: H-FAL-4-32 |
| Lot 33 Tax Parcel No.: H-FAL-4-33 |                                   |