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**FIRST AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ELK MOUNTAIN**

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This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ELK MOUNTAIN ("First Amendment") is effective when recorded with the Cache County Recorder's Office by Kartchner Land Management, Inc. ("Declarant").

**RECITALS**

- A. The *Declaration of Covenants, Conditions and Restrictions (With Bylaws) Elk Mountain Planned Unit Development* was recorded in the Cache County Recorder's Office on October 21, 2009, as Entry No. 1009225, in Book 1596, and beginning at Page 21 (the "Enabling Declaration").
- B. The *Bylaws of Elk Mountain Home Owners Association* were recorded as Articles 12, 13, and 14 of the Enabling Declaration.
- C. The *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Elk Mountain* was recorded in the Cache County Recorder's Office on December 17, 2018, as Entry No. 1209928, in Book 2051, and beginning at Page 1688 ("Declaration").
- D. This First Amendment affects the real property situated in Cache County, Utah described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this First Amendment by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- E. The Purpose of this First Amendment is to clarify exterior maintenance obligations for the Twin Home Lots and conform to the maintenance practices within the community.
- F. Pursuant to Section 14.1 of the Declaration, the Declarant has the unilateral right to amend the Declaration.
- G. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- H. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- I. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## FIRST AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. **Section 6.1(b) of the Declaration is hereby amended to remove language prohibiting the Owner of a Townhome Lot from installing fencing, and shall read as follows**

(b) **Townhome Lots.** Each Owner of a Townhome Lot shall have the obligation to provide interior maintenance of the Dwelling, and the Limited Common Areas serving each respective Lot and Dwelling, including but not limited to the maintenance, repair, and replacement of driveways, interior structural elements of the Lot and Dwelling, foundations, windows, doors, and utility lines that solely service the Lot or Dwelling. The responsibility and cost to maintain, repair and replace, party walls, or other shared facilities not maintained by the Association shall be borne pro rata by the Lot Owners benefited thereby. Each Owner shall paint, repair, and otherwise maintain the interior of its Dwelling and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems. Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot or Limited Common Area. An Owner of a Townhome may only install fencing with the prior approval of the Association (or Declarant during the Control Period).

2. **Section 6.1(c) of the Declaration is hereby amended to remove language obligating the Owner of a Twin Home Lot to perform maintenance of exterior walls, roofs, gutters, downspouts, soffit and facia, and shall read as follows:**

(c) **Twin Home Lots.** Each Owner of a Twin Home Lot shall have the obligation to provide interior and certain exterior maintenance of the Lot and Dwelling, and the Limited Common Areas serving each respective Lot and Dwelling, including but not limited to the maintenance, repair, and replacement of driveways, interior structural elements of the Lot and Dwelling, foundations, windows, doors, fences, and utility lines that solely service the Lot or Dwelling. The responsibility and cost to maintain, repair and replace, party walls, fences, or other shared facilities not maintained by the Association shall be borne pro rata by the Lot Owners benefited thereby. Each Owner shall paint, repair, and otherwise maintain the interior of its Dwelling and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, heating, ventilating and air conditioning systems. Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot or Limited Common Area. If an Owner elects to install fencing or other barriers that prevent regular unrestricted Association access into side or rear lawn areas, then the Owner shall assume the full responsibility for such lawn maintenance.

2. **Section 6.2 (c) of the Declaration is hereby amended to obligate the Association to perform maintenance of exterior walls, roofs, gutters, downspouts, soffit, and facia of Twin Home Lots and shall read as follows:**

(c) Twin Home Lots. The Association shall maintain: (i) the common landscaped areas surrounding the twin home buildings; (ii) the Common Area sidewalks and private roads within the twin home Service Area; (iii) front lawn maintenance that shall include: fertilization; broadleaf weed spray; maintenance, adjustments, and winterization of sprinklers; lawn mowing and trimming; (iv) private utility lines owned or controlled by the Association that serve more than one Dwelling; and (iv) the exterior walls, roofs, gutters, downspouts, soffit, and facias of the Twin Home Lots. The costs incurred by the Association in performing maintenance for the Twin Home Lots, which maintenance solely benefits the Twin Home Lots, shall be accounted for and assessed as a Service Area Assessment. The Association shall not be required to provide advance notice before performing any regular front lawn maintenance activity. The Association shall not be liable for trespass, damages or otherwise in performance of its landscaping and maintenance duties.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment.

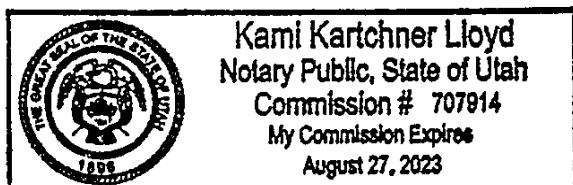
EXECUTED this 27<sup>th</sup> day of July, 2022.

**DECLARANT**  
**Kartchner Land Management Inc.**  
 A Utah Corporation

By: Troy A. Kartchner  
 Name: Troy A. Kartchner  
 Title: President

STATE OF Utah )  
 COUNTY OF Cache ) :ss

The execution of the foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, <sup>2022</sup> by TROY A. Kartchner, an Authorized Representative of Declarant to sign this document, and who is personally known to me or who has provided an acceptable and adequate identification.



Kami Kartchner Lloyd  
 NOTARY PUBLIC

## EXHIBIT A

## Legal Description

## ALL CURRENT AND FUTURE LOTS AND PHASES OF ELK MOUNTAIN PUD:

A. All of **ELK MOUNTAIN PHASE 1 PLAT 1-A**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 972302. **Including Parcels 01-145-0126 to 01-145-0175 (inclusive).**

B. All of **ELK MOUNTAIN PHASE 1 PLAT 1-B-1 LOT LINE ADJUSTMENT AMENDMENT**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1034617. **Including Parcels 01-145-0201 to 01-145-0216 (inclusive).**

C. All of **ELK MOUNTAIN PHASE 2**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1262585. **Including Parcels 01-145-0301 to 01-145-0305 (inclusive).**

D. All of **ELK MOUNTAIN PHASE 3**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1197671. **Including Parcels 01-145-0306 to 01-145-0311 (inclusive).**

E. All of **ELK MOUNTAIN PHASE 4**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1180649. **Including Parcels 01-145-0011 to 01-145-0041 (inclusive).**

F. All of **ELK MOUNTAIN PHASE 5**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1180650. **Including Parcels 01-145-0042 to 01-145-0061 (inclusive).**

G. All of **ELK MOUNTAIN PHASE 6**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1222498. **Including Parcels 01-145-0062 to 01-145-0073 (inclusive).**

H. All of **ELK MOUNTAIN PHASE 7**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1213249. **Including Parcels 01-145-0074 to 01-145-0098 (inclusive).**

I. All of **ELK MOUNTAIN PHASE 8**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1203086. **Including Parcels 01-154-0099 to 01-154-0173 (inclusive).**

J. All of **ELK MOUNTAIN PHASE 9**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1223183. **Including Parcels 01-154-0174 to 01-154-0248 (inclusive).**

K. All of **ELK MOUNTAIN PHASE 10, AMENDED PLAT**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1249134. **Including Parcels 01-154-0249 to 01-154-0259 (inclusive).**

L. All of **ELK MOUNTAIN PHASE 11**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1240476. **Including Parcels 01-154-0261 to 01-154-0279 (inclusive).**

M. All of **ELK MOUNTAIN PHASE 12, P.U.D.**, according to the official plat filed in the office of the Cache County Recorder as Entry Number 1258488. **Including Parcels 01-154-0280 to 01-154-0300 (inclusive).**