


Ent 280033 Bk 0737 Pg 0010-0015
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2005 FEB 18 2:36pm Fee 77.00 MWC
FOR DUNBECK JOE

**NOTICE OF AMENDMENT
TO
ARTICLE V OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COBBLESTONE SUBDIVISION**

The Cobblestone Development, LLC, the Developer of the Cobblestone Development, hereby amends Article V of the Declaration of Covenants, Conditions and Restrictions for the Cobblestone Subdivision ("CCRs"), recorded at Entry No. 271490, Bk 694, Pg. 658-679 and Entry No. 257344, Bk 621, Pg. 741-763 at the Office of the Wasatch County Recorder. The CCRs permit the Developer to amend the CCRs until March 2013.

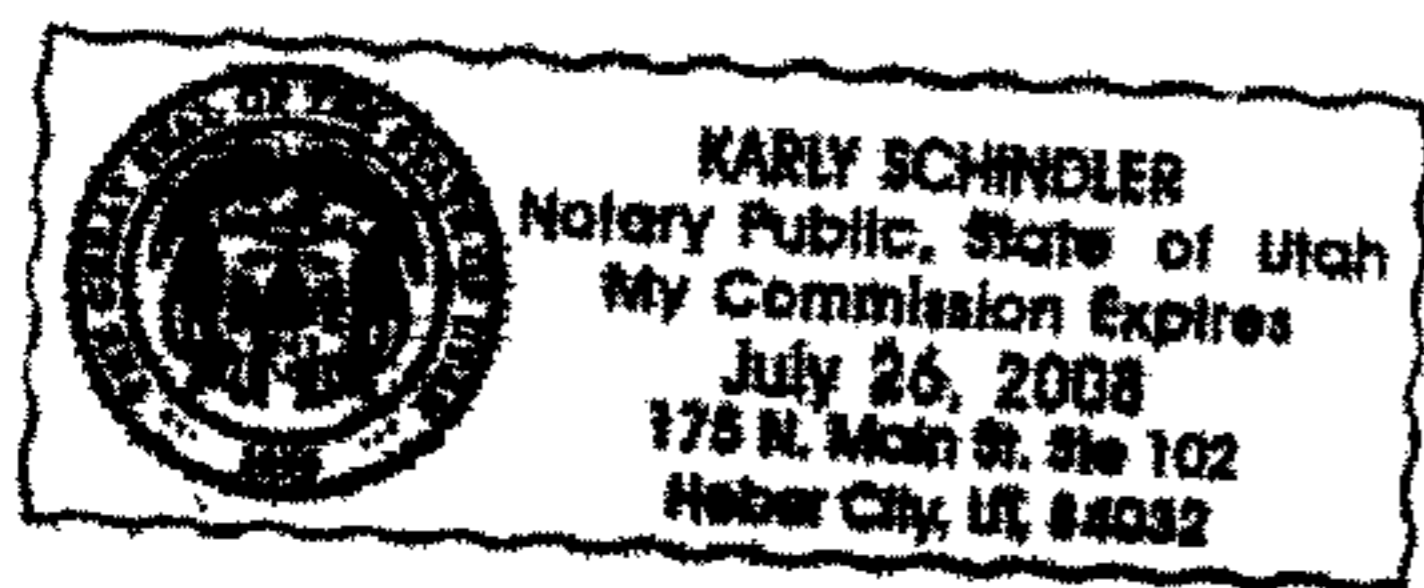
The amended Article V of the CCRs is attached hereto.

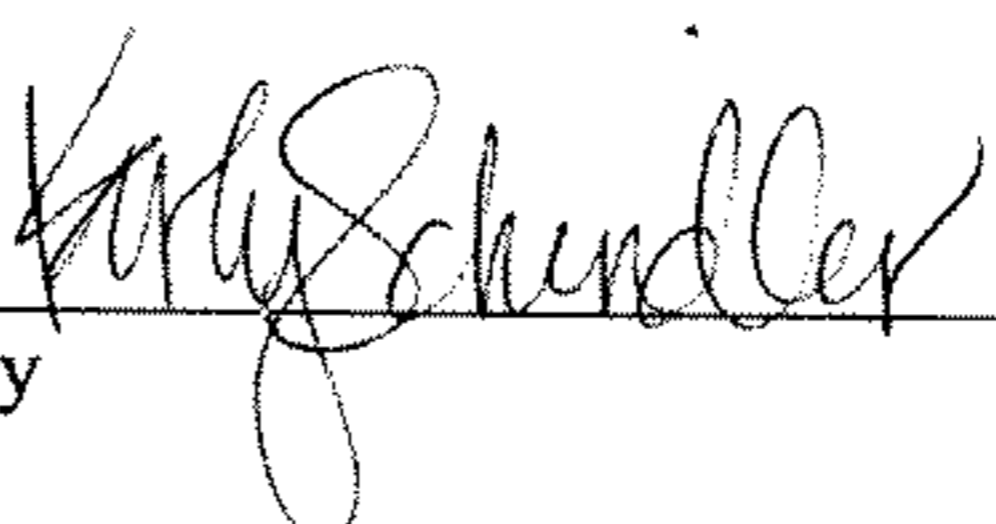
COBBLESTONE DEVELOPMENT L.L.C.,
A UTAH LIMITED LIABILITY COMPANY.

By: 
MIKE PETERSEN
MANAGER

STATE OF UTAH)
) ss
COUNTY OF WASATCH)

On the 8th day of February, 2005, MIKE PETERSEN personally appeared before me and, on his oath, acknowledged to me that he is the Manager of Cobblestone Development, L.L.C., a Utah Limited Liability Company, and that the foregoing was signed pursuant to authority of the Operating Statement, for and in behalf of said corporation, which executed the same.




Notary

Cobblestone Phase I	Cobblestone Phase II
OCJ-1047	OCJ-1001
OCJ-1048	OCJ-1002
OCJ-1049	OCJ-1003
OCJ-1050	OCJ-1004
OCJ-1051	OCJ-1005
OCJ-1052	OCJ-1006
OCJ-1053	OCJ-1007
OCJ-1054	OCJ-1008
OCJ-1055	OCJ-1042
OCJ-1056	OCJ-1043
OCJ-1057	OCJ-1044
OCJ-1058	OCJ-1045
OCJ-1059	OCJ-1046
OCJ-1060	OCJ-1075
OCJ-1061	OCJ-1076
OCJ-1062	OCJ-1077
OCJ-1063	OCJ-1078
OCJ-1064	OCJ-1079
OCJ-1065	OCJ-1080
OCJ-1066	OCJ-1081
OCJ-1067	OCJ-1082
OCJ-1068	OCJ-1083
OCJ-1069	OCJ-1084
OCJ-1070	OCJ-1085
OCJ-1071	OCJ-1086
OCJ-1072	OCJ-1087
OCJ-1073	OCJ-1088
OCJ-1074	OCJ-1089
	OCJ-1090

THE FOLLOWING AMENDED ARTICLE V APPLIES TO PHASES I THROUGH 6 OF THE COBBLESTONE SUBDIVISION AS DESCRIBED ON EXHIBIT A ATTACHED HERETO.

**ARTICLE V.
ARCHITECTURAL RESTRICTIONS & DESIGN CRITERIA**

1. Buildings Restricted to Single-family Residence, Garages and Outbuildings. Each Lot shall contain a private, detached, single-family residence. Appropriate outbuildings not intended for human habitation may, with Committee approval, be located upon the Lot. No other Structure or Improvement shall be erected, altered, placed upon or permitted to remain on any Lot, nor shall any dwelling be erected on any Lot for use other than as a private residence.
2. Residence design. Single-family dwelling structures shall consist of 1,500 square feet of floor area on the main floor; two-story residences shall have not less than 1,000 square feet on the main floor with a minimum of 500 square feet on the second level; multi-level residences shall have a minimum "footprint" size, at grade level, of 1,800 square feet.
3. Roofs. No Structure or Improvement shall be more than thirty-five (35) feet in height, measured from the average natural grade. Roof slopes for residences shall be a minimum of 6/12 and a maximum of 12/12 in pitch. The following roof shapes are not permitted: mansard, fake mansard, gambrel, joined shed roof or domed roof. The following materials are approved for roofs: tile, slate, cedar shake, cedar shingles, wood shingles or architectural grade asphalt shingles having at least a 25-year guarantee.
4. Exterior materials. The exterior surface of all structures must include any of the following: wood, stone, stucco and/or brick. All structures shall have a minimum of 30% stone, rock or brick on any exterior wall that fronts a street. On corner lots, the two street fronting areas must use 30% stone or rock. Any other proposed building materials must be approved by the Committee, which can reject any other building material, in its discretion, for any reason. No vinyl or aluminum siding will be allowed.
5. Code requirements. Every residence shall conform to the Utah Uniform Building Code.
6. No oil or L.P. gas tanks. The primary heat source for all structures and improvements shall be solar, natural gas delivered by pipeline or electric heat. Except for temporary periods during construction of the structure, no heating oil, propane, butane, or other bulk fuel storage may be installed or utilized on the property.
7. Garage design. Each residence in the Development shall have an attached garage

of no less than two bays. Each bay shall have minimum dimensions of 10 feet by 20 feet.

8. Driveways. Each garage shall be serviced by a driveway, constructed of concrete, asphalt or comparable materials and placed on properly compacted earth, of sufficient width to park two vehicles side-by-side. No dirt or gravel driveways or parking pads will be permitted. The driveway shall be completed prior to occupancy of the residence. The Owner shall be responsible for maintaining the driveway in reasonable repair. The driveway shall be constructed of sufficiently thick material to resist cracking and shall be installed in a manner to resist spalling and flaking in the driveway surface.
9. Carports. Carports are prohibited.
10. Landscaping. As required by Article IV.C., landscaping plans shall be submitted to the Committee with the Plans and Specifications for the residence. Landscaping shall be completed within one hundred eighty (180) days of occupancy (weather permitting). The Owner shall provide one 2 inch caliper tree every 50 feet in the park strip in front of and on the side of the property if corner lot. The trees shall be planted within 180 days of occupancy and shall be the same species for the entire street that the lot is located on and will be as follows:

Cobblestone Drive	Autumn Purple Ash
Fieldstone Lane and Circle	Sensation Box Elder
Graystone Lane	Redmond Linden
Red Rock Circle	Autumn Purple Ash
Ledgestone Lane	Sensation Box Elder
Shadow Rock Circle	Redmond Linden
11. Satellite dishes and solar panels. Any satellite dishes larger than 3 feet in diameter must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining Lot at ground level. Solar panels will be permitted only with the consent of the Committee and if permitted at all, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which they are mounted.
12. Setbacks. Owners shall comply with the setbacks as approved by the County.
13. Fencing. Subject to the Committee's approval of a specific fence and location, the following shall govern fences within the Development:
 - a. All fencing material shall be vinyl or wrought iron. Fencing shall be uniform and will conform with the County fence requirements.
 - b. Any fence that borders the Common Areas shall be of open design if over 3 feet high and compatible with other fences bordering the Common Area. Solid sight obscuring fencing shall not be allowed on the borders of the Common Areas (except along 1200 South) so that the Common Area may

be visible to help eliminate any security concerns. Any owner may add mesh (to contain dogs) on the interior side. Any Owner may install privacy fencing on the borders of the Common Areas, so long as it is at least 25 feet from back of property that is adjoining the Common Areas. Side yard fencing can be privacy type up to the Common Area border. No fencing allowed across the front yard. Fencing along side property lines are permitted and shall not exceed three feet in height from the sidewalk to the front house corner.

c. No chainlink fencing allowed.

14. Excavation. No excavation for stone, gravel or earth shall be made on any Lot or property within the Development, unless such excavation is made in connection with the erection of a Structure or Improvement thereon and then only after Committee approval is first obtained.
15. Signs. No signs, billboards or advertising Structures shall be displayed on any of the Lots or property except for the name and address of the resident upon a mailbox. Temporary signs not exceeding 18 inches by 24 inches may be permitted to advertise the fact that a Lot or residence is for sale or as campaign or election issue signs during campaigns for government office or prior to votes on election issues. Such signs shall be removed after the sale or lease of property and immediately after the end of the election or vote. The Declarant may place a sign of unlimited size at one or more entrances to the Development, temporarily for sale or permanently identifying the Development. Small security signs may be displayed in front yard area.
16. Mailboxes. All mailboxes will be clustered and provided by the U.S. Postal Service.

EXHIBIT A**LEGAL DESCRIPTION FOR COBBLESTONE, ALL OF PHASES 1 THROUGH 6**

BEGINNING NORTH 37.59 FEET AND EAST 16.31 FEET FROM THE SOUTH ONE-
 QUARTER
 CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND
 MERIDIAN (BASIS OF BEARINGS: NORTH 89E51'12 EAST BETWEEN SOUTH ONE-
 QUARTER
 AND SOUTHEAST CORNER OF SAID SECTION 4);
 AND RUNNING THENCE NORTH 00E46'51 EAST 484.05 FEET; THENCE SOUTH 89E57'52
 WEST 477.24 FEET; THENCE NORTH 00E05'09 WEST 545.09 FEET; THENCE EAST 224.04
 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST
 FROM WHICH
 A RADIAL LINE BEARS SOUTH 8.00 FEET; THENCE SOUTHEASTERLY ALONG THE
 ARC OF
 SAID CURVE 11.78 FEET THROUGH A CENTRAL ANGLE OF 84°22'11" (CHORD BEARS
 SOUTH 47E48'55 EAST 10.74 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE
 CONCAVE TO THE EAST AND FROM WHICH A RADIAL LINE BEARS NORTH 84°28'30"
 EAST
 430.00 FEET; THENCE NORTHERLY 74.68 FEET ALONG THE ARC OF SAID CURVE
 THROUGH
 A CENTRAL ANGLE OF 09°57'02" (CHORD BEARS NORTH 00°32'59" WEST 74.58 FEET)
 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST
 AND FROM
 WHICH A RADIAL LINE BEARS NORTH 85°28'06" WEST 8.00 FEET; THENCE
 SOUTHWESTERLY 12.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE
 OF 86°51'27" (CHORD BEARS SOUTH 47°57'38" WEST 11.00 FEET); THENCE WEST
 223.21 FEET ON A TANGENT LINE; THENCE NORTH 00E05'09 WEST 513.94 FEET;
 THENCE SOUTH 89E53'38 EAST 538.93 FEET; THENCE NORTH 01E45'45 WEST 370.40
 FEET; THENCE SOUTH 89E39'20 EAST 338.58 FEET; THENCE SOUTH 89E39'36 EAST
 875.15 FEET; THENCE NORTH 89°40'32" EAST 38.51 FEET; THENCE SOUTH 00E03'26
 EAST 666.30 FEET; THENCE SOUTH 00°06'34 EAST 623.99 FEET; THENCE SOUTH
 00°22'16" EAST 676.73 FEET; THENCE NORTH 89°54'38" WEST 1313.68 FEET TO THE
 POINT OF BEGINNING.

CONTAINS 70.43 ACRES

Brent E. Christensen, PLS
 Department of Land Surveying
 Summit Engineering Group, Inc.
 55 West Center Street - PO Box 176
 Heber City, UT, 84032
 Phone: 435-654-9229
 Fax: 435-654-9231