

WHEN RECORDED, PLEASE MAIL TO:

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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: CORNERSTONE TITLE INS AGENCY LL  
C MORGAN

**SECOND AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ROLLINS RANCH**

This Second Amendment To the Amended and Restated Declaration Of Protective Covenants, Conditions And Restrictions For Rollins Ranch (this "2<sup>nd</sup> Amendment") is entered into this 26<sup>th</sup> day of May, 2010, by Rollins Ranch LLC, L.C., a Utah limited liability company ("Declarant"), and Rollins Ranch Homeowners Association, Inc., a Utah nonprofit corporation ("Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

**BACKGROUND**

A. Declarant is the Declarant under the document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on January 12, 2007, as Entry Number 105998, in Book 241 at Page 479 of the official records of Morgan County, Utah (as amended by the instrument recorded on July 23, 2007, as Entry Number 108542, in Book 250, at Page 930 and by the instrument recorded on July 26, 2007, as Entry Number 108575, in Book 251, at Page 2 of the official records of Morgan County, the "**Original Declaration**").

B. Declarant is the Declarant under the document entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on May 6, 2010, as Entry Number 120060, in Book 284 at Page 708 of the official records of Morgan County, Utah

C. The Amended and Restated Declaration governs the planned community known as The Rollins Ranch at Mountain Green, a development located in Morgan County, Utah ("**Development**"). A legal description of the real property comprising the Development ("**Property**") is attached as "Exhibit A" to this Declaration.

D. Section 13.1 of the Original Declaration provides that it may be amended by the vote of Owners of Lots representing at least 75% of the voting power of the Association, together with the written consent of Declarant.

E. Owners representing at least 75% of the voting power of the Association have voted to approve this Amendment, and Declarant has provided its written consent by executing this Declaration.

**NOW, THEREFORE,** Declarant hereby amends the identified paragraphs of the "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green" the governing document and declares that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

**6.3 Form for Conveyancing.**

Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot will describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_, Rollins Ranch Phase [1]/[1 Amended]/[2]/[3], identified on the Plat recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of Morgan County, and in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Rollins Ranch at Mountain Green, recorded as Entry Number 120060, in Book 284 at Page 708, of the official records of Morgan County, and in the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green, recorded as Entry Number \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_ together with a right and easement of use and enjoyment in and to the Common Areas described in the Declaration and on the Plat.

**10.12 Architectural Style and Compatibility of Improvements – 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305.**

This Section 10.12 will apply to Residences constructed on Lots 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305 only. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. For Rambler style homes, at least 75% of the total surface area of the front façade and side façades combined will consist of brick or stone or some combination thereof homes and sixty five percent (65%) of the surface area of the front and side façades combined shall consist of brick or stone for all other style homes. The rear facade of all styles of homes shall have a minimum of 35% brick or stone. Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of 6 inches will be required on the fascia. No aluminum or

vinyl exterior siding is permitted. Roof surfaces will slope a minimum of 6:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles unless specific written approval of the Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials will be earth tones and grays while allowing accents of white, beige, rust, black or green. Care should be given that each Residence complements those around it, and does not detract in design, quality, or appearance. All exterior materials and colors must be approved in writing by the Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Neighborhood will be made by the Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions will be positioned on the back slope of the roof and will be coated or painted with tones that complement surrounding structures.

#### **10.18 Fences, Walls, Hedges and Screens.**

No fences, walls, hedges, or non-living screens will be constructed on any Lot without approval from the Architectural Review Committee. All fencing will be 6-foot iron picket fencing (see "Exhibit C", Page 1 of Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green). Any lot owner wishing to enclose fencing to keep small pets enclosed may use 2" x 4" wire mesh (see "Exhibit C", Page 2). Each lot may have one 4-foot-wide (maximum) pedestrian gate that provides access to dedicated open space areas. Gates will match iron picket fence in style and color as shown on "Exhibit C". These pedestrian gates are only allowed in iron picket fence sections. Fences may not be constructed on slopes of 15% or greater. No side-yard or backyard fences may be constructed adjacent to a Common Area fence without approval from the Architectural Review Committee, which Committee may approve such fencing so long as the fence matches the common area fence in height at least 10 feet before the two fences meet. Any Lot Owner wishing to enclose wood rail fencing with wire mesh must coordinate with the Association. No fences, hedges, shrubs or other living landscaping or screens of any kind will be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within 20 feet of a front Lot line will be trimmed to a maximum height of 3 feet. Backyard fences will not exceed 6 feet in height. Side yard fences will not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding 4 feet in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property. Limited private fencing composed of stone, brick, wood or Trex may be installed upon approval by the Architectural Review Committee to enclose such

structures as pools, hot tubs, patios, etc. All fencing will be set back a minimum of 10 feet from property lines.

The Architectural Review Committee may establish a 6-foot, 80% screen picket fence to be used in selected areas throughout the development. Style and color shall match iron picket fencing in exhibit C. The 80% screen picket fence may not be installed adjacent to any common open areas. When installed on a side yard property line the fence will not extend beyond the rear adjacent corner of the residential home.

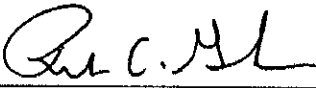
#### **Section 14 Amendment and Repeal**

This Declaration may only be amended or repealed with the approval of at least 80% of the Members. However, (a) no amendment under this Section may create, limit, or diminish special Declarant rights without Declarant's written consent, and (b) no amendment under this Section may change the boundaries of any Lot without the consent of the Board and all Owners of the affected Lots.

ENTERED INTO AND AGREED TO on the first date set forth above.

**"DECLARANT"**

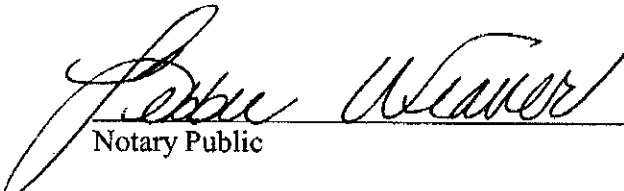
Rollins Ranch, L.L.C. a Utah  
limited liability company

By:   
Rulon C. Gardner, Manager

STATE OF UTAH )

) ss.  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of May, 2010, personally appeared before me Rulon C. Gardner who acknowledged being, or who is personally known to me to be, the Manager Rollins Ranch, L.L.C., a Utah limited liability company, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.

  
Notary Public



**EXHIBIT A**  
**to**  
Second Amendment to Declaration Of Protective Covenants, Conditions And  
Restrictions For Rollins Rnach  
(The Rollins Ranch at Mountain Green)

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(Legal Description of the Project Property) Lots 101 through 131 and 139 through 149, Rollins Ranch Phase 1, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 132 through 138, Rollins Ranch Phase 1 Amended Lots 132-138, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 201 through 213, Rollins Ranch Phase 2, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 301 through 355, Rollins Ranch Phase 3, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

[For Reference Only: Affects Morgan County Tax Serial/Parcel Nos. listed beginning on following page:]

Serial Number	Parcel Number
03-ROLLR1-101	00-0074-4330
03-ROLLR1-102	00-0074-4331
03-ROLLR1-103	00-0074-4332
03-ROLLR1-104	00-0074-4333
03-ROLLR1-105	00-0074-4334
03-ROLLR1-106	00-0074-4335
03-ROLLR1-107	00-0074-4336
03-ROLLR1-108	00-0074-4337
03-ROLLR1-109	00-0074-4338
03-ROLLR1-110	00-0074-4339
03-ROLLR1-111	00-0074-4340
03-ROLLR1-112	00-0074-4341
03-ROLLR1-113	00-0074-4342
03-ROLLR1-114	00-0074-4343
03-ROLLR1-115	00-0074-4344
03-ROLLR1-116	00-0074-4345
03-ROLLR1-117	00-0074-4346
03-ROLLR1-118	00-0074-4347
03-ROLLR1-119	00-0074-4348
03-ROLLR1-120	00-0074-4349
03-ROLLR1-121	00-0074-4350
03-ROLLR1-122	00-0074-4351
03-ROLLR1-123	00-0074-4352
03-ROLLR1-124	00-0074-4353
03-ROLLR1-125	00-0074-4354
03-ROLLR1-126	00-0074-4355
03-ROLLR1-127	00-0074-4356
03-ROLLR1-128	00-0074-4357
03-ROLLR1-129	00-0074-4358
03-ROLLR1-130	00-0074-4359
03-ROLLR1-131	00-0074-4360
03-ROLLR1-132-A	<del>00-0074-4361</del> 00-0075-0132
03-ROLLR1-133-A	<del>00-0074-4362</del> 00-0075-0133
03-ROLLR1-134-A	<del>00-0074-4363</del> 00-0075-0134
03-ROLLR1-135-A	<del>00-0074-4364</del> 00-0075-0135
03-ROLLR1-136-A	<del>00-0074-4365</del> 00-0075-0136
03-ROLLR1-137-A	<del>00-0074-4366</del> 00-0075-0137
03-ROLLR1-138-A	<del>00-0074-4367</del> 00-0075-0138
03-ROLLR1-139	00-0074-4368

<b>Serial Number</b>	<b>Parcel Number</b>
03-ROLLR1-140	00-0074-4369
03-ROLLR1-141	00-0074-4370
03-ROLLR1-142	00-0074-4371
03-ROLLR1-143	00-0074-4372
03-ROLLR1-144	00-0074-4373
03-ROLLR1-145	00-0074-4374
03-ROLLR1-146	00-0074-4375
03-ROLLR1-147	00-0074-4376
03-ROLLR1-148	00-0074-4377
03-ROLLR1-149	00-0074-4378
03-ROLLR2-201	00-0074-4412
03-ROLLR2-202	00-0074-4413
03-ROLLR2-203	00-0074-4414
03-ROLLR2-204	00-0074-4415
03-ROLLR2-205	00-0074-4416
03-ROLLR2-206	00-0074-4417
03-ROLLR2-207	00-0074-4418
03-ROLLR2-208	00-0074-4419
03-ROLLR2-209	00-0074-4420
03-ROLLR2-210	00-0074-4421
03-ROLLR2-211	00-0074-4422
03-ROLLR2-212	00-0074-4423
03-ROLLR2-213	00-0074-4424
03-ROLLR3-301	00-0074-4581
03-ROLLR3-302	00-0074-4582
03-ROLLR3-303	00-0074-4583
03-ROLLR3-304	00-0074-4584
03-ROLLR3-305	00-0074-4585
03-ROLLR3-306	00-0074-4586
03-ROLLR3-307	00-0074-4587
03-ROLLR3-308	00-0074-4588
03-ROLLR3-309	00-0074-4589
03-ROLLR3-310	00-0074-4590
03-ROLLR3-311	00-0074-4591
03-ROLLR3-312	00-0074-4592
03-ROLLR3-313	00-0074-4593
03-ROLLR3-314	00-0074-4594
03-ROLLR3-315	00-0074-4595
03-ROLLR3-316	00-0074-4596
03-ROLLR3-317	00-0074-4597



<b>Serial Number</b>	<b>Parcel Number</b>
03-ROLLR3-318	00-0074-4598
03-ROLLR3-319	00-0074-4599
03-ROLLR3-320	00-0074-4600
03-ROLLR3-321	00-0074-4601
03-ROLLR3-322	00-0074-4602
03-ROLLR3-323	00-0074-4603
03-ROLLR3-324	00-0074-4604
03-ROLLR3-325	00-0074-4605
03-ROLLR3-326	00-0074-4606
03-ROLLR3-327	00-0074-4607
03-ROLLR3-328	00-0074-4608
03-ROLLR3-329	00-0074-4609
03-ROLLR3-330	00-0074-4610
03-ROLLR3-331	00-0074-4611
03-ROLLR3-332	00-0074-4612
03-ROLLR3-333	00-0074-4613
03-ROLLR3-334	00-0074-4614
03-ROLLR3-335	00-0074-4615
03-ROLLR3-336	00-0074-4616
03-ROLLR3-337	00-0074-4617
03-ROLLR3-338	00-0074-4618
03-ROLLR3-339	00-0074-4619
03-ROLLR3-340	00-0074-4620
03-ROLLR3-341	00-0074-4621
03-ROLLR3-342	00-0074-4622
03-ROLLR3-343	00-0074-4623
03-ROLLR3-344	00-0074-4624
03-ROLLR3-345	00-0074-4625
03-ROLLR3-346	00-0074-4626
03-ROLLR3-347	00-0074-4627
03-ROLLR3-348	00-0074-4628
03-ROLLR3-349	00-0074-4629
03-ROLLR3-350	00-0074-4630
03-ROLLR3-351	00-0074-4631
03-ROLLR3-352	00-0074-4632
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