

WHEN RECORDED PLEASE MAIL TO:

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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: MOUNTAIN VIEW TITLE & ESCROW IN  
C

### THIRD AMENDMENT

TO THE

### AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLINS RANCH

This Third Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (this "**Third Amendment**") is entered into this 7 day of April, 2012 by Rollins Ranch LLC, a Utah limited liability company ("**Declarant**"), and The Rollins Ranch at Mountain Green Homeowners Association, Inc., a Utah nonprofit corporation ("**Association**"). Capitalized terms used herein shall have the meanings given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

### BACKGROUND

A. Declarant is the Declarant under the documented 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 (the "**Amended and Restated Declaration**"). The Amended and Restated Declaration was further amended by that certain Second Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (the "**Second Amendment**"). The Amended and Restated Declaration together with the Second Amendment shall be referred to herein as the "**Declaration**."

C. The 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 14 of the Declaration provides that it may be amended with the approval of at least 80% of the membership interest of Members in the Association.

E. Members representing at least 80% of the membership interest of the Association have voted to approve of this Third Amendment, and Declarant has provided its written consent by executing this Third Amendment.

## AGREEMENT

NOW THEREFORE, Declarant hereby amends the Declaration 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.

1. **Square Footage.**

Section 10.5 of the Declaration is hereby deleted in its entirety and amended to state as follows:

No Residence will be constructed, altered, placed or permitted to remain on the following Lots unless the floor area, exclusive of basement, open porches and garages is 1,600 square feet or greater: Lots 101 through 138. No Residence will be constructed, altered, placed or permitted to remain on the following Lots unless the floor area, exclusive of basement, open porches and garages is 1,700 square feet or greater: Lots 201 through 213; Lots 301 through 355; and Lots 139 through 149. Such square footage shall be located above-ground.

2. **Architectural Style and Compatibility of Improvements.**

Section 10.11 and 10.12 of the Declaration is hereby deleted in its entirety and amended to state as follows:

This Section 10.11 will apply to all Residences constructed on Lots 101- 149, 201- 213, 301- 355. A certain minimum square footage of the exterior of all Residences must be constructed of brick, stucco, hardboard siding, and or/stone. The minimum square footage of brick or stone required is determined by total lineal footage of the perimeter of the Residence (including all porches, garages, decks and patios) multiplied by three (3). Log homes and log veneer siding are prohibited. 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 black slope of the roof and will be coated or painted with tones that complement surrounding structures.

3. **LANDSCAPING**

Section 10.15 of the Declaration is hereby deleted in its entirety and amended to state as follows:

- a) Homeowners are encouraged to use low water usage landscape plant material. Landscaping designs should be reflective of the Morgan County Region.
- b) Secondary irrigation water may be provided to each Lot in an amount based on the square footage, topography and location of the Lot. The amount of irrigation water provided to each Lot will be based upon a normal water year and regional availability and is not guaranteed. The irrigation water company providing the secondary water will have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the irrigation company may specify the days, times and amounts of water to be used by the Lot Owner(s). Water conservation and natural vegetation will be encouraged.
- c) If a certificate of occupancy is issued between September 1 and March 31, all landscaping must be completed no later than the following July 1. If the certificate of occupancy is issued between April 1 and August 31, all landscaping must be completed within 60 days of issuance of the certificate of occupancy. In the event the Owner has not installed the landscaping as required by this Section within the specified timeframes, the Deposit described in Section 9.8 will be forfeited by the Owner to the Association and the Association may, in addition to any other remedies the Association may have, fine the Owner until the required landscaping has been installed.
- d) Street trees will be planted as according to the "Street Tree Masterplan", attached to this Declaration as , which shows the locations of the trees to be planted. The species of tree will be identified at landscape plan review stage. If a street tree dies, it will be replaced in that same season with a minimum 2 inch caliper tree of the same species.
- e) Parkstrips, defined as the area between curb and sidewalk, will be irrigated and maintained with grass and trees, if applicable.

4. **FENCES**

Section 10.15 of the Declaration is hereby deleted in its entirety and amended to state as follows:

No fences, walls hedges or non-living screens shall be constructed on any Lot without approval from the Architectural Review Committee. Fences shall be constructed of vinyl, wood, iron, Trex or equivalent. Colors must be subdued and earth tone in color. Chain link and white vinyl are prohibited. Fences may not be constructed on slopes of fifteen percent (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, which will install standard wire mesh fencing for a fee. No fences, hedges, shrubs or other living landscaping or screens of any kind shall be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within twenty feet (20') of a front Lot line shall be trimmed to a maximum height of three feet (3'). Backyard fences shall not exceed six feet (6') in height. Side yard fences shall not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding four feet (4') in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures shall 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 shall install and maintain bracing to support and protect against damage to the adjoining Owner's property.

5. **Miscellaneous.** Except as modified by this Third Amendment, the Declaration will remain in full force and effect. If there is any conflict between a provision of this Third Amendment and a provision of the Declaration, the provision of this Amendment will control. The invalidity or unenforceability of any portion of this Amendment will not affect the validity or enforceability of the remainder.

[Signatures Follow]

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

**"DECLARANT"**

Rollins Ranch, LLC, a Utah limited liability company

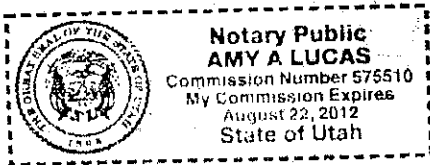
By: *Dan C Bridenstine*

Name: Dan C. Bridenstine

Its: Manager

State of Utah            )  
County of Utah        ) ss.

The foregoing instrument was acknowledged before me on April 17, 2012  
\_\_\_\_\_, by Dan C Bridenstine, the Manager of Rollins Ranch, LLC, a Utah limited liability company.



*Amy A Lucas*  
Notary Public

**EXHIBIT A**  
to  
Third Amendment to Declaration Of Protective Covenants, Conditions And  
Restrictions For Rollins Ranch  
(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:]

<b>Serial Number</b>	<b>Parcel Number</b>
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-ROLLR1-132A	00-0075-0132
03-ROLLR1-133A	00-0075-0133
03-ROLLR1-134A	00-0075-0134
03-ROLLR1-135A	00-0075-0135
03-ROLLR1-136A	00-0075-0136
03-ROLLR1-137A	00-0075-0137
03-ROLLR1-138A	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
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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
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03-ROLLR3-347	00-0074-4627
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03-ROLLR3-350	00-0074-4630
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03-ROLLR3-352	00-0074-4632
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