

AFTER RECORDING RETURN TO:

Nathan W. Pugsley
Brighton Homes, LLC
215 North Redwood Rd, Suite 8
North Salt Lake, UT 84054

40902-M129

(Space Above Line for Recorder's Use Only)

Assessor Parcel No's:

01-479-0001 through 01-497-0008

**SECOND CERTIFICATE OF AMENDMENT TO THE
"DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
OF RUTH ESTATES SOUTH SUBDIVISION"
Dated Aug 10, 2015**

THIS SECOND CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS OF RUTH ESTATES SOUTH SUBDIVISION (this "Amendment"), is made as of this 2ND day of May, 2016, by the Owners of the RUTH ESTATES SOUTH SUBDIVISION. This Amendment pertains to and affects Lots 1-8 of the Ruth Estates South Subdivision, according to the official plat thereof filed with the Davis County Recorder.

WITNESSETH:

WHEREAS:

- A. The original Declaration of Protective Covenants, Conditions, Restrictions of Ruth Estates South Subdivision (the "Original Declaration") was recorded in the official real estate records of Davis County on August 10, 2015, as Entry Number 2885728 in Book Number 6326 beginning at Page Number 131; and the First Certificate of Amendment to the Original Declaration (the "First Amendment") was recorded in the Official Records, Davis County Recorder, Davis County, Utah on August 28, 20015, as Entry Number 2889758 in Book Number 6340 beginning at Page Number 101; and
- B. The Declarant no longer owns any Lots in the Ruth Estates South Subdivision; and
- C. Section 4 of the Declaration allows for the Declaration to be amend with the consent of 75% of the Owners; and
- D. The Owners desire to amend the Declaration.

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby declares as follows:

1. The Original Declaration is hereby amended to replace the original text of Article I in its entirety with the following text:

Membership: The initial Architectural Control Committee shall be composed of five (5) members as shown on Attachment 1. A majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. The remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

Term: The initial committee shall remain in existence until such time that ownership of all of the lots in said subdivision has been transferred from the Declarant to third-party Owners. Once the Declarant no longer owns any Lots, the Owners may form a successor Architectural Control Committee, comprised of at least three (3) members, and shall be elected by a majority of the Owners of Lots subject to this Declaration. The successor Architectural Control Committee shall have the same powers and authority of the initial Architectural Control Committee, and the members thereof shall serve for such term or terms as said majority may determine. Members elected must be a property Owner in said Subdivision.

Function: The functions of said Architectural Control Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on Lots in said subdivision, in order that all structures shall conform to the restrictions in the Declaration. Nothing in this paragraph shall be construed as authorizing or empowering the Architectural Control Committee to change or waive any restrictions(s) set forth in this declaration, except as herein specifically provided. The Committee may act by majority, of its members. Any authorization, approval, or power made by said committee shall be in writing and signed by a majority of members within consecutive calendar days. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2. The Original Declaration is hereby amended to replace the original text in Section 1.6 in its entirety with the following text:

1.6 All structures constructed within the subdivision shall be of professional quality, workmanship, and materials. Eighty (80) percent of all exterior construction shall be of new brick, stone, fiber cement board, or stucco. 50% of the Front elevation of the home shall be stone or brick. Where the sides of the home are stucco a minimum of a 3 ½' wainscot shall be required on the sides of the home. Where the sides are fiber cement board, the stone shall wrap around a minimum of 2' from the front corner of the home. Any side of the home adjacent to a public street shall have a minimum of a 3 ½' wainscot.

3. The Original Declaration is hereby amended to replace the original text in Section 1.8 of Article II in its entirety with the following text:

1.8 All colors must be approved by the Committee. Extremes in color choices should be avoided. Colors should complement the architectural style of the home.

4. The Original Declaration is hereby amended to replace the original text in Section 1.11 of Article II in its entirety with the following text:

1.11 All lots in the Subdivision shall have a minimum of 12' side yard setbacks. Front and rear yard setbacks shall conform to Bountiful City zoning regulations.

5. The Original Declaration is hereby amended to replace the text in Section 1.12 of Article II in its entirety with the following text:

One-Story residences shall have a minimum of 1800 finished square feet above ground level. Two-Story residences shall have a minimum of 2400 square feet finished above ground level. Two story homes shall be required to have at least a three (3) car garage.

6. The Original Declaration is hereby amended to remove the text in Section 1.13 of Article II in its entirety.

7. The Original Declaration is hereby amended to replace the text in Section 3 of Article II in its entirety with the following text:

The Owner shall be required to reimburse the Committee for actual third party costs related to the review of their Plan Submittal prior to receiving approval to commence construction.

Any funds collected under the previous version of Article 3, other than those for actual costs relating to the review of plans, shall be immediately returned to the Owner.

8. The First Amendment is hereby amended to replace the original text in Section 1.3 in its entirety with the following text:

1.3 No building shall exceed 2 stories in height above the basement level without prior written consent of the Architectural Control Committee. Overall building height will be no taller than 35' measured from finished grade to midpoint of roof.

9. The First Amendment is hereby amended to replace the original text in Section 1.4 in its entirety with the following text:

1.4 The primary roof pitch on 2 story structures will be no less than 5/12 and include a minimum of six inch fascia. The primary roof pitch on 1 story structures will be no less than 6/12 and include a minimum of six inch fascia.

10. The initial Architectural Control Committee members listed in Attachment 1 of the Original Declaration are all removed as Committee members and are replaced by the following individuals as the new Architectural Control Committee members:

Nate Pugsley	215 N Redwood Rd. Suite 8 North Salt Lake, UT 84054
Rosemary Lindsay	427 W Burton Lane Kaysville, UT 84037
Joseph Baty	911 Ridgeline Circle Centerville, UT 84014

11. Except as expressly modified herein, the Original Declaration and First Amendment shall remain in full force and effect.

12. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Original Declaration.

IN WITNESS WHEREOF, the Owners have executed this Amendment the day and year first written above.

Owner of Lots 1, 2, 7, 8:

Brighton Homes Utah, LLC
a Delaware Limited Liability Company

By: [Signature]
Name: Nathan W. Pugsley
Its: Manager

Owner of Lots 4, 5, 6:

The Joseph and Karen Baty Revocable Trust

By: [Signature]
Joseph W. Baty - Trustee

By: [Signature]
Karen J. Baty - Trustee

Owner of Lot 3:

Rosemary Lindsay

By: [Signature]

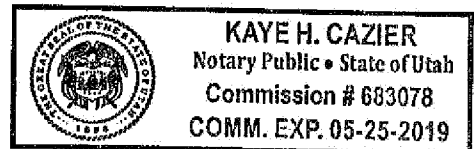
STATE OF UTAH)

) ss

County of Davis)

On the 6th day of May 2016, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said Brighton Homes Utah, LLC, that executed the within instrument.

[Signature]
Notary Public
Residing at: Keyville, UT
My Commission Expires: 5-25-19



STATE OF UTAH)

) ss

County of Davis)

On the 3rd day of May 2016, personally appeared before me Joseph W. Baty and Karen J. Baty, Trustees of The Joseph and Karen Baty Revocable Trust, the signers of the above instrument, who being duly acknowledged to me that they did execute the same.

Kaye H. G.
Notary Public
Residing at: Kaysville, UT
My Commission Expires: 5-25-19



STATE OF UTAH)

) ss

County of Davis)

On the 2nd day of May 2016, personally appeared before me Rosemary Lindsay, the signer of the above instrument, who being duly acknowledged to me that they did execute the same.

Kaye H. G.
Notary Public
Residing at: Kaysville, UT
My Commission Expires: 5-25-19



**EXHIBIT A
LEGAL DESCRIPTION**

Lots 1 thru 8, RUTH ESTATES SOUTH SUBDIVISION, according to the official plat thereof and of record in the Davis County Recorder's Office.

For identification purposes only: 01-479-0007