

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RANCH PLACE SUBDIVISION PHASE II, SUMMIT COUNTY, UTAH**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RANCH PLACE SUBDIVISION PHASE II is made this 14 day of June, 1994, by RANCH PLACE ASSOCIATES, a Utah general partnership and RANCH PLACE ASSOCIATES III, LIMITED PARTNERSHIP, a Utah limited partnership, together referred to below as "Declarant".

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 JUN 15 15:06 PM FEE \$21.00 BY NLF
REQUEST: PARK CITY TITLE

RECITALS:

A. Declarant is the owner of certain real property located in Summit County, Utah (the "Phase II Property") more particularly described as Lots 61-107, Lots 126-129, Lots 218-228, and Tracts A, B, C, D, and E of the Ranch Place Subdivision Phase II as shown on the official plat thereof recorded in the Office of the Summit County Recorder.

B. Declarant has previously executed and recorded in the Office of the Summit County Recorder a Declaration of Covenants, Conditions and Restrictions for Ranch Place Subdivision Summit County, Utah dated June 25, 1993, recorded as entry number 381893, Book 734, Pages 221 through 255, and amended August 25, 1993, recorded as entry number 386403, Book 749, Pages 171 through 202, (together the "Declaration") mutually covering Phase I of the Ranch Place Subdivision.

C. The Declaration contemplates that additional Phases of the Ranch Place Subdivision would be made subject to the terms of the Declaration, with such modifications as are deemed appropriate for the Lots within the Subdivision Phases.

D. Declarant intends to develop and convey the Ranch Place Subdivision Phase II residential subdivision Lots subject to the general plan of development, and subject to the protective covenants, conditions and restrictions set forth in the Declaration as supplemented and modified herein.

DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Ranch Place Subdivision Phase II shall be held, sold, conveyed, encumbered, leased,

used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in the Declaration, which is incorporated herein by this reference in its entirety, except as expressly supplemented and modified herein.

WITH RESPECT TO THE PHASE II PROPERTY ONLY, the terms and conditions of the Declaration are hereby supplemented and modified as follows:

1. Paragraph 5.2(b) of the Declaration shall be modified to read as follows: "Two level structures shall contain a minimum of 2,200 total square feet and the main floor shall contain a minimum of 1,200 square feet."

2. Paragraph 5.5 of the Declaration shall be modified to read as follows:

"Roof Design. Roof pitches must be within a range of 5/12 to a 7/12 slope. No more than 1 roof pitch may be used on any structure. Eaves and roofs must overhang by at least twenty four inches. All roofing shall consist of the following materials: Fire retardant medium or heavy shake shingles, wood composition (masonite) shake shingles, 40 lb. architectural grade asphalt shingles, or metal. Other materials which have a wood-like appearance may be considered for approval by the Architectural Control Committee. No other roofing of any kind shall be permitted. Mansard, fake mansard, A-frame, gambrel, flat, curvilinear, and domed roof designs are prohibited. All fascia boards must be at least twelve inches in width. Special attention will be paid to the south facing roof overhang to allow for adequate sun protection. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the adjoining roof color."

3. Paragraph 5.6 of the Declaration shall be modified to read as follows:

"Siding Materials. Unless specifically approved by the Architectural Control Committee, only the following exterior wall surface materials are allowed: cedar siding, redwood siding, stone, wood shingles, and stucco without "tudor" wood breaks. The amount of stucco utilized shall not exceed 30% of the exterior wall surface. The Architectural Control Committee may, in its sole discretion, approve other siding materials in addition to the siding materials specified in this paragraph provided such siding materials are highly durable and maintain a strong resemblance to wood. There shall be no more than two separate exterior wall materials on any wall surface, and no more than three on any Dwelling. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone, whether in the natural color or patina of the weathered color of the wall surface itself or the color of the stain or

other coating. Bright or dramatic colors can be used for accent of exterior wall areas hidden from general view. Fascia and trim shall also remain in the earth tone spectrum."

4. Paragraph 5.7 of the Declaration shall be modified to read as follows:

"Windows/Window Treatments. Windows must be either wood, bronze-tone aluminum clad wood, vinyl clad wood or all vinyl. All windows must be at least double glazed. Any trapezoidal windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the above roof, and the bottom horizontal or parallel to a roof structure below it. No mirrored or reflective glass may be used. The exterior facing of any draperies or window treatments must be white or off white."

5. Paragraph 5.15 of the Declaration shall be modified to read as follows:

"Special Design Restrictions on Certain Lots. The following design restrictions shall apply to Lots 68 through 82, 102 through 107, 222, 223, and 228:

(a) The design of the homes located on the above-referenced Lots shall reflect enhanced architectural style, form and materials on the back of houses so that the rear of the houses appear as front house facades and typical front landscapes as seen from the Scenic Reserve. Without limiting the generality of the foregoing, the design of houses on these Lots shall avoid the appearance of a single wall and a single roof line, both unbroken in the horizontal or vertical plane across the back of the house, and shall reflect features that tend to provide visual interest and relief from expansive wall and roof surfaces including vertical and/or horizontal shifts in the roof elevation, dormer windows, covered porches, use of multiple materials, extended main floor space or recessed second floor space, and the design of 90 degree turns in the rear wall of the house.

(b) A minimum of ten trees will be planted along the back lot lines of the above-referenced Lots to screen houses from distant view corridors. The trees shall be planted in 3 clusters in a natural arrangement and shall include a total of (6) 8-10 foot high deciduous and (4) 6-8 foot high conifer trees. The trees shall be planted within 1 year of occupancy.

With regards to Lot 61, there exists a sanitary sewer easement across the rear corner of Lot 61 for the purpose of allowing the Snyderville Basin Sewer Improvement District to install a sanitary sewer main upon the easement area if sewer service expansion is necessary. The easement does allow for landscape materials to be planted over the easement, but provides that such landscape

materials may be required to be removed in the event the sewer service expansion takes place."

6. Article V of the Declaration shall be supplemented by the addition of Paragraph 5.16 which shall read as follows:

"Garage Doors. All garage doors shall maintain the likeness and appearance of wood. All garage doors shall be of earth tone colors to compliment the siding colors selected."

THE PARTIES have caused this Supplemental Declaration to be executed as of the date and year first written above.

RANCH PLACE ASSOCIATES, a Utah
general partnership

By: Michael J. Mahoney
Its: Attorney in Fact

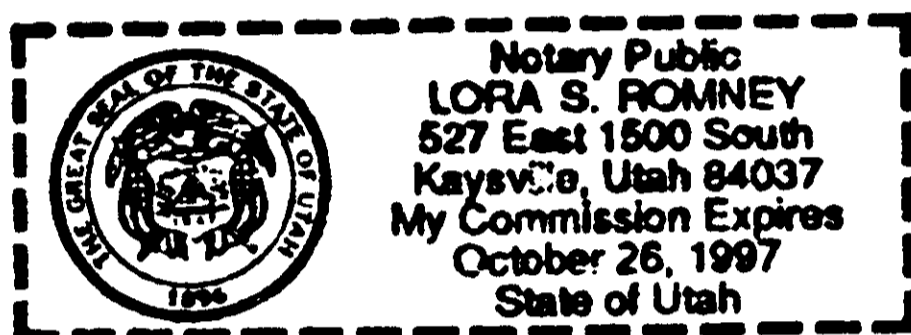
RANCH PLACE ASSOCIATES III,
LIMITED PARTNERSHIP, a Utah
limited partnership

By: Michael J. Mahoney
Its: Attorney in Fact

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STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

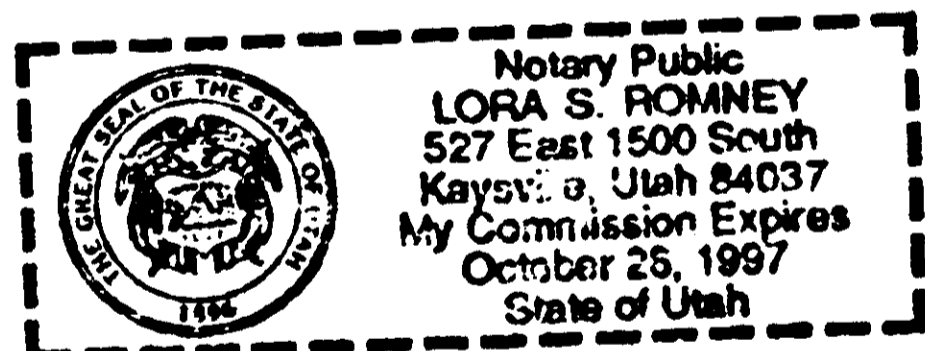
The foregoing instrument was acknowledged before me on this 14 day of June, 1994, by Michael J. Mulner as attorney-in-fact for Ranch Place Associates.



Lora S. Romney
NOTARY PUBLIC

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on this 14 day of June, 1994, by Michael J. Mulner, a general partner of Ranch Place Associates III, Limited Partnership.



Lora S. Romney
NOTARY PUBLIC

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