

FIFTH AMENDMENT

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

CEDAR PASS RANCH

DATED SEPTEMBER 19, 1996

ENT 45585 BK 4295 PG 486
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Jun 16 1:45 pm FEE 174.00 BY JRD
RECORDED FOR CENTURY TITLE

AMEND TO READ:

SECTION 3.08. Garages. An enclosed garage of at least 400 square feet capable of parking a minimum of two (2) automobiles and a maximum of four (4) automobiles shall be constructed on each Lot. Said garage may be detached from or attached to the residential structure. The doors of the garage shall not be constructed on the front elevation of a home, nor, where feasible due to the topography of the Lot, shall they face the public streets adjacent to the Lot.

SECTION 3.16. Mail Box. Each Lot when improved shall have a Mail Box and post in compliance with the details and designated colors shown in Exhibit C. Any additional addressing, naming, etc. will be with the approval of the Architectural Committee.

SECTION 7.06. Unsightly Articles. No unsightly article shall be permitted to remain on any Lot or on streets and drives within Cedar Pass Ranch so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups used solely for the private and non-business use of the residents of the Lot), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial, farming and business vehicles, except when in actual use, shall be kept at all times appropriately screened from view from all adjoining Lots in an enclosed structure or behind standard six foot high fencing. In the event the equipment or vehicle is taller than the six foot high fencing, then it must be kept in an enclosed structure, (garage, barn, outbuilding, etc.). No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway.

SECTION 7.07. Signs. Only signs advertising the services of a Real Estate Sales Company, a General Building Contractor, or a Financial Institution, may be displayed from any Lot and must be professionally painted, lettered and constructed and must be in conformance with Exhibit D. Signs used for sale, administration and directional purposes during the development of Cedar Pass Ranch will be permitted provided they are first approved by the Architectural Committee.

SECTION 7.11. Erosion and Dust Control. In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining native vegetation such as dry grasses, wild flowers, etc.) shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

SECTION 8.01. Approval. Prior to commencement of any construction of any fence, screening wall, retaining wall, arbor, gazebo, patio cover, or roof, approval of the Architectural Committee shall be obtained pursuant to Article IX hereof.

SECTION 8.02. Completion of Landscaping. Within ninety (90) days after completion of construction of a dwelling on any Lot or occupancy, whichever occurs last, between March 1 and September 1, or within one hundred eighty (180) days after completion of such construction or occupancy, whichever occurs last, at any other time of the year, all front yard areas shall be landscaped in accordance with Article VIII, Sections 8.03 and 8.04, and thereafter shall be carefully maintained. At all times, Lots shall be kept free from plants infected with noxious insects or plant diseases which are likely to spread to adjacent Lots, and all Lots shall be kept free from all dead plant or weed materials.

SECTION 8.03. Front Yard Landscaping. The front yard of a Lot is defined as the area of the Lot beginning at the front property line, on any adjacent public street, to a distance at least to the rear most part of the residence from the public street. This front yard area is to be planted or sodded or at a minimum, maintained in a natural and native material or setting. This area is to be kept free of dead plant or weed materials, trash and debris. Each residence is to be surrounded on all sides of the home by a minimum of thirty (30) feet of irrigated green space, (grass, irrigated planters, etc.), within the time outlined in Section 8.02.

SECTION 8.04. Trees. When a Lot is improved with a dwelling and is landscaped, the following criteria for tree planting shall be followed on the Lot:

- A. A minimum of ten (10) trees shall be planted on the Lot, within the time outlined in Section 8.02.
- B. Of the ten (10) trees minimum to be planted, at least five (5) deciduous trees with a minimum two (2) inch caliper, (the diameter of the tree 10" above the top of the rootball), shall be planted.
- C. Of the ten (10) trees minimum to be planted, at least five (5) evergreen trees of at least eight feet in height, (measured from the top of the rootball to the top of the tree), shall be planted.

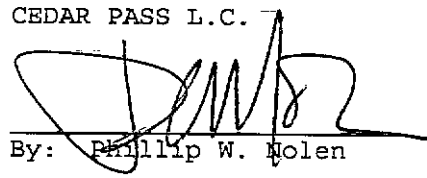
SECTION 8.05. Rear Yard Maintenance. The rear yard of each Lot, (the area of the Lot not covered under the definition of the front yard in Section 8.03), is to be maintained in irrigated gardens, grasses, pastures, crops, etc., or at a minimum in a natural and native setting. The rear yard is to be kept free from dead plant or weed materials, debris and trash.

SECTION 8.09. Maintenance of Unimproved Lot. Lot Owner is responsible from the date of receipt of deed to Lot, to maintain the unimproved Lot free and clear of all dead plant or weed materials, trash or debris.

SECTION 9.01. Approval Required. No improvement, building, fence, wall or other structure shall be commenced, erected, repaired, altered, added to or maintained until the Plans and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon shall have been submitted to and approved by the Architectural Committee hereinafter described, and a copy, provided by Lot Owner, shall remain permanently with said Committee pursuant to the provisions of this Article. All subsequent additions to or changes or alterations in any building, fence, wall, or other improvement, including exterior color scheme shall be subject to the prior approval of the Architectural Committee.

IN WITNESS WHEREOF, Grantor has executed this Fifth Amendment on this 19th day of September, 1996.

CEDAR PASS L.C.

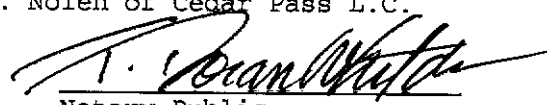

By: Phillip W. Nolen



Attest

State of Colorado)
 : ss
County of Arapahoe)

The foregoing instrument was subscribed and sworn to before me this 19th day of September, 1996, by Phillip W. Nolen of Cedar Pass L.C.


Notary Public
My Commission expires: ..

MY COMMISSION EXPIRES
JUNE 15, 1998

Residing at:

3557 East Davies Avenue
Littleton, CO 80122

Exhibit A

Plat A, Plat B, Plat C, Plat D, Plat E, Plat F, Plat G, Plat H, Plat I, Plat J, Plat K, Plat L and Plat M, CEDAR PASS RANCH SUBDIVISION, Eagle Mountain, Utah, according to the official record in the Utah County Recorder's Office, Utah.