

SEE RE-RECORDING
46A1018 Bk 996 Pg. 685

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RANCH PLACE SUBDIVISION AND THE SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR RANCH PLACE SUBDIVISION PHASE II, SUMMIT COUNTY, UTAH FOR RANCH PLACE SUBDIVISION, SUMMIT COUNTY, UTAH, (the "Amendment") is made as of this 19 day of Sept., 1996 by RANCH PLACE ASSOCIATES, a Utah general partnership, and RANCH PLACE ASSOCIATES III, LIMITED PARTNERSHIP, a Utah limited partnership (together referred to herein as "Declarant").

RECITALS:

A. Declarant is the developer of certain real property located in Summit County, Utah more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Entire Property").

B. Declarant has begun development of a residential subdivision on the Entire Property, sometimes referred to herein as the Ranch Place Subdivision, and will complete said development of the Ranch Place Subdivision in four separate phases, which are sometimes referred to herein as Phase I, Phase II, Phase III and Phase IV, as said phases are shown on the official plat of the Ranch Place Subdivision recorded in the Office of the Summit County Recorder, subject to a previously executed and recorded 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, and also subject to a previously executed and recorded Supplemental Declaration of Covenants, Conditions and Restrictions for Ranch Place Subdivision Phase II, Summit County, Utah, dated June 14, 1994, recorded as entry number 406737, Book 813, Pages 110 through 114 (the "Supplemental Declaration") covering Phase II of the Ranch Place Subdivision.

C. Declarant has conveyed a certain number of the lots within the Ranch Place Subdivision to certain third parties (the "Lot Owners").

D. Declarant has previously amended the Declaration and Supplemental Declaration in the manner set forth in that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Ranch Place Subdivision and the Supplemental Declaration of

SLC1-22351.1 99999-0006

00463269 Bk00994 Pg00585-00589
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1996 SEP 23 16:36 PM FEE \$18.00 BY DMG
REQUEST: PARK CITY TITLE

18-

Covenants Conditions and Restrictions for Ranch Place Subdivision Phase III, Summit County, Utah, dated as of March 20, 1995 (the "First Amendment").

E. Declarant, having received approval from a sufficient number of the Lot Owners to amend the Declaration pursuant to Section 10.5 of the Declaration, now desires to further amend the Declaration and the Supplemental Declaration, as amended by the First Amendment, in the manner set forth below.

DECLARATION:

DECLARANT DECLARES that all of the Lots (as that term is defined in the Declaration) within the Ranch Place Subdivision Phase I, Phase II, Phase III and Phase IV 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 and the Supplemental Declaration, which are incorporated herein by this reference in their entirety, except as expressly amended, supplemented and modified herein.

WITH RESPECT TO ALL OF THE LOTS WITHIN THE RANCH PLACE SUBDIVISION PHASE I, PHASE II, PHASE III AND PHASE IV, the terms and conditions of the Declaration and the Supplemental Declaration are hereby amended as follows:

1. Paragraph 3.2(c) of the Declaration shall be amended so that, as amended, Paragraph 3.2(c) shall be and read in its entirety as follows:

3.2(c) Review. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications and conditions, including without limitation, requiring that the applicant submit a refundable deposit to the Committee in the amount of \$500 to ensure clean-up of the construction site in accordance with Paragraph 6.3 of the Declaration. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction that is not in strict compliance with the plans approved will be permitted.

2. Paragraph 6.3 of the Declaration shall be amended so that, as amended, Paragraph 6.3 shall be and read in its entirety as follows:

6.3 Construction Debris Removal. The Builder shall erect and maintain a construction fence around the construction site until all construction activity on the construction site has been completed and all construction debris has been removed from the construction site. The Builder must comply with County ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed of within the Subdivision. No concrete trucks may be cleaned out on the Lot or elsewhere within the Subdivision. The Declarant shall be empowered to enter into such contracts and agreements with the Builder as in Declarant's discretion may be necessary from time to time in order to obligate the Builder to comply with the provisions of the Declaration and to provide Declarant with a direct right to enforce said obligation against the Builder.

THE DECLARANT has caused this Amendment to be executed as of the date and year first written above.

RANCH PLACE ASSOCIATES, a Utah general partnership

By Michael J. Miller Attorney-In-Fact
Its General Partner

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

By Michael J. Miller
Its General Partner

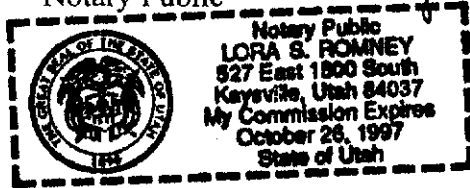
[Acknowledgement page follows]

00463269 BK00994 Pg00587

STATE OF UTAH)
)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was duly acknowledged before me on this 19th day of Sept., 1996 by Michael J. Milner - Attorney in fact the General Partner of Ranch Place Associates, a Utah general partnership, for and on behalf of Ranch Place Associates.

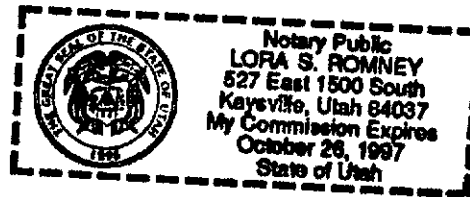
Lora S. Romney
Notary Public



STATE OF UTAH)
)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was duly acknowledged before me on this 19th day of Sept., 1996 by Michael J. Milner the General Partner of Ranch Place Associates III, Limited Partnership, a Utah limited partnership, for and on behalf of Ranch Place Associates III, Limited Partnership.

Lora S. Romney
Notary Public



00463269 Bk00994 Pg00588

EXHIBIT A

00463269 Bk00994 Pg00589

SLC1-22351.1 99999-0006

