

VT 2706

**SUPPLEMENTAL DECLARATION
CLIFFDWELLER RANCH, PHASE 2**

MEL FRANDBSEN, Successor Declarant (for Phase 2 only) under that certain Declaration of Covenants, Conditions and Restrictions dated May 13, 1993, recorded June 2, 1993, as Entry No. 435012, Book 731, Pages 730-758, of the Official Washington County Records, and the Owners of Lots recorded prior to recordation of this Supplemental Declaration as evidenced by the signatures on the Consent attached to this document, exercise their rights and privileges under said Declaration as follows:

1. Successor Declarant and Owners hereby annex to Cliffdweller Ranch, Phase 1 that certain property known as Cliffdweller Ranch, Phase 2, which is the following described property located in the County of Washington, State of Utah, including lots and public streets as set forth on the Plat filed of record on the 27TH day of SEPTEMBER, 1996, as Entry No. 545083, legally described as follows: See Exhibit A attached hereto.

2. 41 additional Lots are hereby added to the project, which lots are included within the description found at Exhibit A, more particularly set forth in the Plat of Cliffdweller Ranch Phase 2, filed on the 27TH day of SEPTEMBER, 1996 as Entry No.

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
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FOR: VALLEY TITLE CO

The total number of lots in the project is now 71 residential lots.

3. All lot owners in Cliffdwellier Ranch Phase 2 shall become members of the Cliffdwellier Ranch Land Owners Association and will be entitled and subject to all rights, powers, privileges, covenants, restrictions, easements, charges, and liens as set forth in the Declaration. The annexed land is to be held, sold, conveyed, encumbered, occupied and improved as part of the subject property under the Declaration.

4. The Lot denominated as Hurricane Valley Mutual Water Company on the Plat is not a portion of the subdivision, but it is a separate tract of property owned by the water company serving the subdivision and shall not be subject to the covenants of the original Declaration of Cliffdwellier Ranches, and this Supplemental Declaration shall not apply to that piece of property.

5. Land Use and Building Type: No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height and one additional building (shop) which may be used as a shop, garage or additional storage area or guest home (provided that a guest home may only be used for temporary guests or family).

Every dwelling shall have as a minimum a fully enclosed two-car garage. All residences shall have a natural colored driveway, which may be graveled or hard surfaced, not exceeding sixteen (16) feet in width connecting the parking with a street allowing safe ingress and egress. Construction of residence, shop and any courtyard walls shall be of "Santa Fe/Southwest" design and be of new material. All buildings shall be subject to the approval of the Architectural Control Committee and its rules and regulations.

An area surrounding the foundation of the home 30 feet in each direction (courtyard) shall be used exclusively by the buyer for patio/landscaping purposes. That 30 feet and the driveway are the only areas in which any natural landscape may be disturbed. All septic leech lines shall be contained within this 30 foot envelope.

All utility lines from the street to the home shall be underground and located within the driveway right-of-way..

6. **Landscaping:** Cliffdwellor Ranch is designed as an xeriscape/natural habitat project and as such:

a. Sprinkler systems are discouraged as is the planting of grass/lawn.

b. Shrubs and trees may be planted and watered with a drip or bubbler system.

c. All non-indigenous plants and trees (non approved)

must be planted within a courtyard wall to eliminate visibility and be of a dwarf size.

d. All visible plants not on the approved list must be submitted to the Committee for approval.

e. Planted areas must not extend more than 30 feet from the walls of the home in any direction.

f. At least 30 days prior to the issuance of a building permit and concurrent with a request for building architectural approval, a landscape plan of the courtyard area shall be provided to the Committee.

g. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision.

h. Courtyard walls to contain the landscape must be built of compatible material to the home and be no higher than six (6) feet in height. Swimming pools will follow the state code for construction including height of fencing.

i. All courtyard walls shall be of stucco, stone or other approved masonry materials.

J. A stucco post (built per approved design) with pine rail fence shall be installed along the front property line, at the time of home construction. Posts shall be located at each of the front corners of the lot, on either side of the driveway and on the

rear corners of the lot. No pine rail is required along the sides or rear of the lot.

7. **Water:** Water is provided at a separate hook-up fee and monthly cost to the lot owner by the Hurricane Valley Mutual Water Company or its successors or assigns. One share of water, which must be purchased upon closing of lot sale, is allocated to each lot and entitles the lot owner to 12,200 gallons of water per month for both culinary and outside usage. In the event the owner exceeds this amount, the overage will be charged at 5 times the rate of the first 12,200 gallons. In the event of chronic over consumption (3 months in a row or 4 months in a calendar year) the owner will be required to purchase additional shares of water proportionate to his use. A \$10 per month standby fee (subject to change) will be assessed to the lot owner until the time of completion of construction of the residence.

8. **Care and Maintenance of Lot:** The owner of each lot shall keep the same free from rubbish, litter and non-indigenous noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. No disturbance of the natural vegetation shall be allowed, as in #1 above.

9. **Animals:** No animals, livestock or poultry of any kind

shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, in reasonable numbers, may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise that, in the opinion of the Committee, constitutes a nuisance.

10. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners.

11. **Driveways:** All driveways, walkways, parking areas and other areas of similar nature shall be of natural coloring and may be graveled or hard surfaced. They must be built in accordance with the approved plans and specification within 60 days of completion of buildings or improvements erected upon the subject lot.

12. **Storage of Materials:** During construction and for a period of 30 days after completion, a lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period shall not exceed 180 days

unless specifically approved by the committee.

13. **Commercial Activities:** Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind without a conditional use permit as issued by Washington County.

14. **Slope and Drainage Control:** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. **Re-subdivision of Lots:** No lot in this subdivision shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units.

16. **Setbacks:** No home shall be built any closer than 75 feet from the front street, nor closer than 25 feet from the rear and side boundaries of the lot.

17. **Fencing:** Prior to occupancy of any home all lots in Phase II shall be required to fence with cedar post and lodge pine

rail fence (consistent with fencing in the project, and lot corner and driveway entrance detail as required by separate design drawing.

The provisions of this Supplemental Declaration shall be controlling as to Phase II. However, the Declaration of Covenants, Conditions and Restrictions for Cliffdweller Ranch, Phase I, shall apply, where not inconsistent with this Supplemental Declaration.

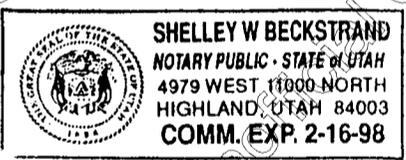
IN WITNESS WHEREOF, the undersigned, being the developer, has hereunto set its hand this 30 day of May, 1997.

Mel Frandsen
Mel Frandsen
Successor Declarant

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 30 day of May, 1997, personally appeared before me Mel Frandsen, Successor Declarant (for Cliffdweller Ranch Phase II only), the signer of the foregoing document, who acknowledged to me that he executed the same.

Shelley W Beckstrand
Notary Public



"EXHIBIT A"

CLIFFDWELLER RANCH - PHASE II

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING ON THE EAST BOUNDARY LINE OF CLIFFDWELLER RANCH - PHASE 1 SUBDIVISION, AND RUNNING THENCE ALONG SAID BOUNDARY AS FOLLOWS: NORTH 89°50'35" WEST 285.82 FEET; THENCE NORTH 32°48'12" WEST 982.20 FEET; THENCE NORTH 89°50'35" WEST 212.48 FEET TO A 375.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 82.93 FEET; THENCE SOUTH 77°29'10" WEST 104.24 FEET; THENCE NORTH 12°30'50" WEST 50.00 FEET; THENCE NORTH 77°29'10" EAST 104.24 FEET TO A 425.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 93.99 FEET; THENCE SOUTH 89°50'35" EAST 211.70 FEET; THENCE NORTH 00°44'27" WEST 442.76 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 89°51'43" EAST 536.12 FEET; THENCE NORTH 00°09'12" EAST 422.70 FEET; THENCE SOUTH 89°50'51" EAST 876.67 FEET; THENCE SOUTH 00°09'08" WEST 130.18 FEET; THENCE SOUTH 89°50'51" EAST 614.35 FEET; THENCE SOUTH 20°40'37" EAST 319.72 FEET TO A POINT ON THE 1/16 LINE; THENCE SOUTH 00°09'09" EAST 1317.09 FEET ALONG THE 1/16 LINE TO A 1/16 CORNER, THENCE NORTH 89°34'17" WEST 1320.06 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

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