

**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 PHASES II & III, SUMMIT COUNTY, UTAH**

THIS 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 & III, SUMMIT COUNTY, UTAH ("Amendment") is made this 21st day of August, 1995, by RANCH PLACE ASSOCIATES, a Utah general partnership, RANCH PLACE ASSOCIATES III, LIMITED PARTNERSHIP, a Utah limited partnership, and NHB CONSTRUCTION CORP., a Utah corporation ("Declarant").

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RECITALS:

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
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A. Declarant is the developer of ~~certain~~ ^{Entire} 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 and recorded June 25, 1993 as Entry No. 381893 in Book 734 at page 221-255, and Amended Declaration of Covenants, Conditions and Restrictions dated August 25, 1993 and recorded September 1, 1993 as Entry No. 386403 in Book 749 at page 171-202, (together the "Declaration,") mutually covering Phase I of the Ranch Place Subdivision, and also subject to previously executed and recorded Supplemental Declaration of Covenants, Conditions and Restrictions for Ranch Place Subdivision, Phase II, Summit County, Utah, dated June 14, 1994 and recorded June 15, 1994 as Entry No. 406737 in Book 813 at page 110-114 covering Phase II of the Ranch Place Subdivision, and also subject to previously executed and recorded Supplemental Declaration of Covenants, Conditions and Restrictions for Ranch Place Subdivision, Phase III, Summit County, Utah, dated May 23, 1995 and recorded May 26, 1995 as Entry No. 430506 in Book 885 at page 544-548 covering Phase III of the Ranch Place Subdivision (the "Supplemental Declarations,").

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

D. Declarant, having received approval from a sufficient

number of the Lot Owners to amend the Declaration and the Supplemental Declarations pursuant to Section 10.5 of the Declaration, now desires to amend the Declaration and the Supplemental Declaration 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 II, Phase III and Phase IV shall be held, sold, conveyed, encumbered, leased used, occupied and improved subject to the protective covenants, conditions and restrictions and equitable servitudes set forth in the Declaration and Supplemental Declaration, which are incorporated herein by this reference in their entirety, except as expressly amended, supplemented and modified herein.

WITH RESPECT TO THE LOTS WITHIN PHASE II, PHASE III AND PHASE IV ONLY the terms and conditions of the Declaration and the Supplemental Declaration are hereby amended as follows:

1. Paragraph 4.3 of the Declaration shall be amended so that, as amended, Paragraph 4.3 shall be and read in its entirety as follows:

4.3 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or some other third party approved by the Declarant, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements, and until the sale of the last home, or (b) the use of any Owner of his Lots for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

2. Paragraph 5.2(b) of the Declaration, as modified by paragraph 1 of the Supplemental Declaration, shall be amended so that as amended, Paragraph 5.2(b) shall be and read as follows:

(b) "Two level structures shall contain a minimum of 2,200 total square feet not counting the garage area, and the main floor shall contain a minimum of 1,200 square feet not counting garage area."

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3. Paragraph 5.5 of the Declaration, as modified by paragraph 2 of the Supplemental Declaration, shall be amended, so that as amended, Paragraph 5.5 shall be and read as follows:

5.5 Roof Design. Roof pitches must be within a range of

5/12 to a 7/12 slope. No more than 2 roof pitches may be used on any structure. Eaves and roofs must overhang by at least 24 inches except on gable ends, where the roof overhang must be at least 12 inches. All roofing shall consist of the following materials: Fire retardant medium or heavy shake shingles, wood composition (masonite) shake shingles, 30 lb. or heavier architectural grade asphalt shingles, or metal. Other materials which would 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 10 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.

4. Paragraph 5.6 of the Declaration, and modified by paragraph 3 of the Supplemental Declaration, shall be amended, so that as amended, Paragraph 5.6 shall be and read as follows:

5.6 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.

5. Paragraph 5.7 of the Declaration shall be amended, so that as amended, Paragraph 5.7 shall be and read as follows:

5.7 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.

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6. Paragraph 5.15 of the Declaration shall be amended, so that as amended, Paragraph 5.15 shall be and read as follows:

5.15 Special Design Restrictions on Certain Lots. The following design restrictions shall apply to Lots 108 through 117 and Lots 144 through 148:

(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.

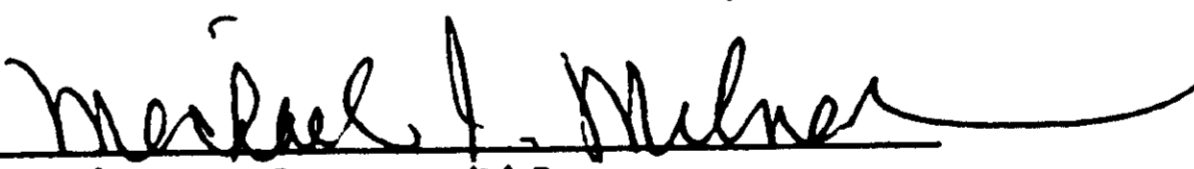
(b) A minimum of ten trees will be planted along the back lot lines of the above-referenced Lots to screen houses from distant view corridors. The trees shall be planted in 3 clusters in a natural arrangement and shall include a total of (6) 8-10 foot high deciduous and (4) 6-8 foot high conifer trees.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

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

5.16 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. Milner
General Partner

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

By: Michael J. Milner
Michael J. Milner
General Partner

NHB CONSTRUCTION CORP.,
a Utah corporation

BY: Norman H. Bangert
Norman H. Bangert,
President

State of UTAH)
 SS:
County of SUMMIT)

On the 24th day of August, 1995, personally appeared before me MICHAEL J. MILNER, who being by me duly sworn, did say that he is the General Partner of RANCH PLACE ASSOCIATES, a Utah General Partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of the articles of said partnership (and amendments thereto), and said MICHAEL J. MILNER acknowledged to me that said partnership executed the same.

My commission expires: 1/7/96
Residing at: Wallburg, UT

Nari Jepperson
NOTARY PUBLIC
NARI JEPPELSON
910 East Main Canyon Road
Wallburg, Utah 84082
My Commission Expires
January 7, 1996
State of Utah

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State of Utah)
 SS:
County of Summit)


On the 31st day of AUGUST, 1995, personally appeared before me MICHAEL J. MILNER, who being by me duly sworn, did say that he is the General Partner of RANCH PLACE ASSOCIATES III, LIMITED PARTNERSHIP, a Utah limited partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of the articles of said partnership, and said MICHAEL J. MILNER acknowledged to me that said partnership executed the same.

My commission expires: 1/7/96
Residing at: Wallburg, UT

Nari Jepperson
NOTARY PUBLIC
Notary Public
NARI JEPPELSON
910 East Main Canyon Road
Wallburg, Utah 84082
My Commission Expires
January 7, 1996
State of Utah

State of Utah)
 SS:
County of Summit)

On the 31st day of AUGUST, 1995, personally appeared before me NORMAN H. BANGERTER, who being by me duly sworn did say that he is the president of NHB CONSTRUCTION CORP., a Utah corporation, and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said NORMAN H. BANGERTER acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

My commission expires: 1/7/96
Residing at: Walsburg, UT

