

SECOND AMENDMENT
DECLARATION OF COVENANTS
CONDITIONS & RESTRICTIONS

ENT 53336:2006 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 02 11:54 am FEE 16.00 BY AS
RECORDED FOR CENTURY TITLE COMPANY
ELECTRONICALLY RECORDED

SHOWDOWN AT EAGLE'S GATE
AT PRAIRIE GATE RANCH PLAT A

CTC # 16160

THIS AMENDMENT, of the declaration of Covenants, Conditions, and Restrictions is made this 1st day of May, 2006 by Tall Maple Development, LLC (hereinafter "Declarant"), whose project is know as Showdown at Eagle's Gate at Prairie Gate Ranch Plat A. The following amendment shall apply to the Declaration of Covenants, Conditions, and Restrictions for Showdown at Eagle's Gate at Prairie Gate Ranch Plat A which were recorded August 11, 2004 as Entry Number 92817:2004 and the property described is attached as Exhibit A, and First Amendment recorded on September 28th, 2005 as Entry No. 109582:2005 and the property described is attached as Exhibit "A".

Amend the following SECTIONS to READ:

SECTION 1.15. **Exterior Materials** shall mean stone, rock, stucco, cementitious or wood siding, finished lumber, brick, or other similar materials but shall not mean cinder block or concrete block or aluminum siding. Exterior residence materials shall be of a noncombustible material as approved by the Eagle Mountain City. The determination as to if any specific material constitutes an acceptable Exterior Material as its use is proposed in a given structure in Showdown at Eagle's Gate Plat "A" at Prairie Gate Ranch shall be made by the Design Review Committee.

SECTION 3.03. **Architecture - Elevation Articulation Ratio (EAR).** The Elevation Articulation Ratio is intended to establish a measure of acceptable architectural material and massing for an elevation. This ratio shall be established for all elevations of a dwelling as well as averaged in order to meet the minimum requirements. The EAR shall be meet the criteria of Design Guidelines as recorded by the County Recorder in Utah County, Utah for "Second Time Move-up Neighborhood" for lots 201-246, as found on pages 37 & 38 of the Design Guidelines.

SECTION 3.04. **Property Line Setbacks.** Any structures to be constructed on a Lot shall comply with the following minimum property line setbacks.

- Front yard - 15' (Front facing garages require a 22' driveway)
- Rear yard - 25' unless waived to 20' by the MHOA
- Side yards - 5' each side
- Corner Lots - 15' on front and corner side

SECTION 3.05. **Floor Space.** The minimum size of each single story, bi-level or tri-level dwelling unit shall meet the criteria of Design Guidelines as recorded by the County Recorder in Utah County, Utah for "Second Time Move-up Neighborhood" for lots 201-246, as found on pages 37-39 of The Ranches Design Guidelines. Finished livable space above grade must exceed 1200 square feet and a minimum footprint not less than 1000 square feet, (of which a minimum of 400 square feet shall be garage). Single story homes shall have a minimum livable square footage (above grade) of 1,200 square feet (plus a minimum 400 square foot garage). Two-story homes shall have a minimum livable square footage (above grade) of 1,400 square feet (600 square feet minimum on the main floor plus a 400 square foot garage).

SECTION 3.06. **Exterior Materials.** All exterior surfaces, theme and style of any building shall be of materials and of colors approved by the Design Review Committee, and as specified in Article 1.15 of this Declaration, and in accordance with Section VI: Architecture Guidelines found on pages 29-39 of the Design Guidelines. Notwithstanding the above, vinyl siding shall not be permitted on lots 201-246. On lots 201-246, exterior surfaces shall be stucco or cementitious masonry siding product with brick/rock accents, totaling approximately 15-25% of the exterior surface area of the homes, (the Design Review Committee shall approve the location of the brick/rock accents). Exterior colors shall be in accordance with the Design Review Committee's approved color palette.

SECTION 5.02. Motorized Vehicles. No motorized vehicles (autos, trucks, motorcycles, ATV's, etc.) shall be permitted in the park, along the pedestrian/bicycle paths, or to park along single lane or inlet roads (ScotsCraig Drive), except for maintenance vehicles authorized by the association.

SECTION 8.02. Completion of Landscaping. Front yard landscaping, executed in strict accordance with a previously approved landscaping plan shall be completed by the homeowner/owner no later than ninety (90) calendar days following the completion of construction of any dwelling on any lot, or the occupancy of such dwelling, whichever is first to occur. Rear yard landscaping shall be completed no later than 180 days from date of occupancy of shall be fenced in accordance with Ranches approved fencing as not to be visible from any street or open space. If completion of construction or occupancy occurs during winter months, landscaping must be completed by the first day of the month of July next to occur. All front yard and, in some cases, other areas (see Section 8.03) shall be landscaped in accordance with plans approved by the Design Review Committee and thereafter carefully maintained. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases which in the opinion of the Design Review Committee are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not. The builder or such other original property owner will be held responsible for the completion of landscaping within the time limits specified herein. Violation of the requirements specified herein will be subject to a fine of Fifty Dollars (\$50.00) per calendar day, calculated from the due date of completion, as specified herein, to the actual date of completion.

SECTION 8.03. Front Yard Landscaping

- A. The Builder/Lot Owner is also responsible to sod the park strip area, with a type of sod to be determined by the Declarant, on his/her Lot (including an irrigation system). The park strip trees will also be provided and planted by the Owner/Builder. At time of occupancy, the Lot Owner shall be responsible to water park strip trees and sod.
- B. Builder/Lot Owner is responsible to install their required parkstrip street trees (and Only the approved type and quantity & size) based off of the approved landscaping plan by Eagle Mountain City. Homeowners may receive a copy of noted plan at The Ranches Master Homeowners Association.

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

- A. A minimum of three (3) trees shall be planted on the Lot within the time outlined in Section 8.02.
- B. Of the three (3) trees minimum to be planted, at least one (1) deciduous trees with a minimum one (1) inch caliper (the diameter of the tree ten (10) inches above the top of root-ball), shall be planted. The species of these trees and the plantings shall be as per Town requirements along the front property line.
- C. Of the three (3) trees, one (1) additional deciduous trees of a minimum one-half (1/2) inch caliper shall be planted elsewhere on the Lot. (On corner Lots these two (2) trees shall be one (1) inch caliper and planted on the front property line).
- D. Of the three (3) trees minimum to be planted, at least an additional evergreen tree of at least five (5) ft. in height (measured from the top of the root-ball to the top of the tree) shall be planted.

SECTION 8.05. Rear Yard Maintenance. The rear yard of each lot is to be landscaped and or fenced within 180 days from the date of occupancy or final inspection, whichever occurs first. During the first 180 days of occupancy the rear yard is to be maintained in, approved landscaping, native vegetation, grasses, gardens, irrigated pasture, crops, etc. Such is to be tended, mowed, etc., to keep the rear yard free of weeds, trash, debris, or any unsightly condition. The height of any growth, other than landscaping, shall not exceed twelve (12) inches except in the case of natural sage brush, trees, and agricultural crops which shall be harvested in a timely manner. Golf Course lots are required to install "rear yard" landscaping according to the same deadline dates set forth in Section 8.02 for Front Yards.

SECTION 8.06. Fencing. All fencing shall be approved in accordance with Article 9.01 of these Covenants, Conditions and Restriction, and page 51, paragraph 8.4 and Figure 15 of the Design Guidelines, matching Custom and Estate Perimeter Fencing. No barbed wire fencing is permitted. All fencing and landscaping shall be subject to the Design Review Committee Guidelines and approval. No lot owner shall remove, add to, alter, stain or paint the fencing without consent of the Design Review Committee. Side and rear fencing may be installed by the lot owner, (except for all golf course fencing {lots 234-246} which has been installed by the Developer at the time of site work installation – and is

excepted "as is" by lot buyer at the time of closing), but only in accordance with paragraph 8.4 and Figure (15) of the Design Guidelines. No fencing may be installed by the lot owner in the front yard, (or the side yard adjacent to a Public Street on a corner lot), of a home, except that it may extend toward the side property lines only as far forward as the front corners of the home, provided that the fence does not obstruct the clear sight triangle as provided for in the Eagle Mountain City Development Code.

SECTION 8.07. **Road Rights of Way.** The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed and supplementing Eagle Mountain City maintenance to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris, etc.

SECTION 8.08. **Maintenance of Unimproved Lot.** Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at least twice per year to maintain growth below twelve (12) inches in height except in the case of natural sage brush, trees and agricultural crops which shall be harvested timely.


SECTION 8.09. **Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Design Review Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

SECTION 8.10. **Entries and Monuments.** In Showdown at Eagle's Gate Plat A at Prairie Gate Ranch, entry structures may be placed on footprint easements on the Entry Lots. Such structures shall be maintained by the Ranches Master Homeowner's Association. The Ranches Master Homeowner's Association or its designated agents have right of access to perform maintenance. Lot Owners may not obstruct the view, attach any improvement, including fencing, to, against, or in front of such structures. Lot Owners will maintain their Lots adjacent to the entry structures. The Association will maintain all entries including landscaping, monuments, walls, etc.

SECTION 8.11 **Water.** Irrigable acreage is limited to .40 acres per residential lot.

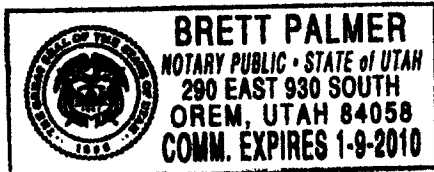
IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

TALL MAPLE DEVELOPMENT, LLC

BY: 

ATTEST
STATE OF UTAH)
 ss.
COUNTY OF UTAH)

The foregoing instrument was subscribed and sworn to before me this 1st day of May 2006, by Jimmy Zufelt as manager of Tall Maple Development .





Notary Public

My commission expires: 1-9-2010

EXHIBIT "A"

Beginning at a point which is East 401.62 feet and North 2136.66 feet from the South Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian;
Thence North 61 degrees 44'22" West 50.25 feet; thence North 56 degrees 01'44" West 215.00 feet; thence North 67 degrees 20'20" West 50.99 feet; thence South 33 degrees 58'16" West 63.65 feet; thence North 50 degrees 57'00" West 100.39 feet; thence South 33 degrees 58'16" West 60.24 feet; thence North 52 degrees 46'24" West 102.66 feet; thence North 31 degrees 27'15" East 120.00 feet; thence North 58 degrees 32'45" West 135.00 feet; thence North 31 degrees 27'15" East 2.59 feet; thence North 58 degrees 32'45" West 170.00 feet; thence North 31 degrees 27'15" East 199.26 feet; thence North 56 degrees 11'34" East 372.81 feet; thence North 80 degrees 12'56" East 152.07 feet; thence North 86 degrees 24'16" East 47.43 feet; thence South 64 degrees 16'52" East 50.00 feet; thence South 67 degrees 48'20" East 120.72 feet; thence South 86 degrees 01'59" East 140.62 feet; thence South 03 degrees 58'01" West 125.49 feet; thence South 03 degrees 52'18" East 50.35 feet; thence South 105.74 feet; thence South 105.74 feet; thence East 305.00 feet; thence South 422.00 feet; thence South 33 degrees 58'16" West 234.63 feet; thence North 56 degrees 01'44" West 368.00 feet; thence along the arc of a 15.00 foot radius curve to the left through a central angle of 90 degrees 00'00" for 23.56 feet; (chord bears South 78 degrees 58'16" West 21.21 feet) thence South 33 degrees 58'16" West 100.00 feet to the point of beginning.