

WHEN RECORDED PLEASE MAIL TO:

Lamont R. Richardson
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Ent 125909 Bk 297 Pg 1687
Date: 23-MAY-2012 11:05:27AM
Fee: \$143.00 Check
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MOUNTAIN VIEW TITLE & ESCROW IN
C

THIRD AMENDMENT

TO THE

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLINS RANCH

This Third Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (this "**Third Amendment**") is entered into this 17 day of April, 2012 by Rollins Ranch LLC, a Utah limited liability company ("**Declarant**"), and The Rollins Ranch at Mountain Green Homeowners Association, Inc., a Utah nonprofit corporation ("**Association**"). Capitalized terms used herein shall have the meanings given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

BACKGROUND

A. Declarant is the Declarant under the documented entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on May 6, 2010, as Entry Number 120060, in Book 284 at Page 708 of the official records of Morgan County, Utah (the "**Amended and Restated Declaration**"). The Amended and Restated Declaration was further amended by that certain Second Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (the "**Second Amendment**"). The Amended and Restated Declaration together with the Second Amendment shall be referred to herein as the "**Declaration**."

C. The Declaration governs the planned community known as The Rollins Ranch at Mountain Green, a development located in Morgan County, Utah ("**Development**"). A legal description of the real property comprising the Development ("**Property**") is attached as "Exhibit A" to this Declaration.

D. Section 14 of the Declaration provides that it may be amended with the approval of at least 80% of the membership interest of Members in the Association.

E. Members representing at least 80% of the membership interest of the Association have voted to approve of this Third Amendment, and Declarant has provided its written consent by executing this Third Amendment.

AGREEMENT

NOW THEREFORE, Declarant hereby amends the Declaration and declares that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

1. Square Footage.

Section 10.5 of the Declaration is hereby deleted in its entirety and amended to state as follows:

No Residence will be constructed, altered, placed or permitted to remain on the following Lots unless the floor area, exclusive of basement, open porches and garages is 1,600 square feet or greater: Lots 101 through 138. No Residence will be constructed, altered, placed or permitted to remain on the following Lots unless the floor area, exclusive of basement, open porches and garages is 1,700 square feet or greater: Lots 201 through 213; Lots 301 through 355; and Lots 139 through 149. Such square footage shall be located above-ground.

2. Architectural Style and Compatibility of Improvements.

Section 10.11 and 10.12 of the Declaration is hereby deleted in its entirety and amended to state as follows:

This Section 10.11 will apply to all Residences constructed on Lots 101- 149, 201- 213, 301- 355. A certain minimum square footage of the exterior of all Residences must be constructed of brick, stucco, hardboard siding, and or/stone. The minimum square footage of brick or stone required is determined by total lineal footage of the perimeter of the Residence (including all porches, garages, decks and patios) multiplied by three (3). Log homes and log veneer siding are prohibited. Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of 6 inches will be required on the fascia. No aluminum or vinyl exterior siding is permitted. Roof surfaces will slope a minimum of 6:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles unless specific written approval of the Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials will be earth tones and grays while allowing accents of white, beige, rust, black or green. Care should be given that each

Residence complements those around it, and does not detract in design, quality, or appearance. All exterior materials and colors must be approved in writing by the Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Neighborhood will be made by the Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions will be positioned on the black slope of the roof and will be coated or painted with tones that complement surrounding structures.

3. LANDSCAPING

Section 10.15 of the Declaration is hereby deleted in its entirety and amended to state as follows:

- a) Homeowners are encouraged to use low water usage landscape plant material. Landscaping designs should be reflective of the Morgan County Region.
- b) Secondary irrigation water may be provided to each Lot in an amount based on the square footage, topography and location of the Lot. The amount of irrigation water provided to each Lot will be based upon a normal water year and regional availability and is not guaranteed. The irrigation water company providing the secondary water will have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the irrigation company may specify the days, times and amounts of water to be used by the Lot Owner(s). Water conservation and natural vegetation will be encouraged.
- c) If a certificate of occupancy is issued between September 1 and March 31, all landscaping must be completed no later than the following July 1. If the certificate of occupancy is issued between April 1 and August 31, all landscaping must be completed within 60 days of issuance of the certificate of occupancy. In the event the Owner has not installed the landscaping as required by this Section within the specified timeframes, the Deposit described in Section 9.8 will be forfeited by the Owner to the Association and the Association may, in addition to any other remedies the Association may have, fine the Owner until the required landscaping has been installed.
- d) Street trees will be planted as according to the "Street Tree Masterplan", attached to this Declaration as , which shows the locations of the trees to be planted. The species of tree will be identified at landscape plan review stage. If a street tree dies, it will be replaced in that same season with a minimum 2 inch caliper tree of the same species.
- e) Parkstrips, defined as the area between curb and sidewalk, will be irrigated and maintained with grass and trees, if applicable.

4. FENCES

Section 10.15 of the Declaration is hereby deleted in its entirety and amended to state as follows:

No fences, walls hedges or non-living screens shall be constructed on any Lot without approval from the Architectural Review Committee. Fences shall be constructed of vinyl, wood, iron, Trex or equivalent. Colors must be subdued and earth tone in color. Chain link and white vinyl are prohibited. Fences may not be constructed on slopes of fifteen percent (15%) or greater. No side-yard or backyard fences may be constructed adjacent to a Common Area fence without approval from the Architectural Review Committee, which Committee may approve such fencing so long as the fence matches the common area fence in height at least 10 feet before the two fences meet. Any Lot Owner wishing to enclose wood rail fencing with wire mesh must coordinate with the Association, which will install standard wire mesh fencing for a fee. No fences, hedges, shrubs or other living landscaping or screens of any kind shall be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within twenty feet (20') of a front Lot line shall be trimmed to a maximum height of three feet (3'). Backyard fences shall not exceed six feet (6') in height. Side yard fences shall not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding four feet (4') in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures shall be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner shall install and maintain bracing to support and protect against damage to the adjoining Owner's property.

5. Miscellaneous. Except as modified by this Third Amendment, the Declaration will remain in full force and effect. If there is any conflict between a provision of this Third Amendment and a provision of the Declaration, the provision of this Amendment will control. The invalidity or unenforceability of any portion of this Amendment will not affect the validity or enforceability of the remainder.

[Signatures Follow]

ENTERED INTO AND AGREED TO on the first date set forth above.

"DECLARANT"

Rollins Ranch, LLC, a Utah limited liability
company

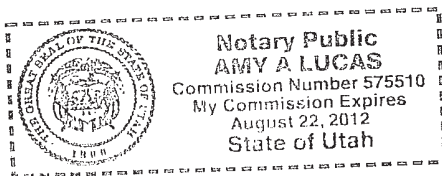
By: *Dan C Bridenstine*

Name: Dan C. Bridenstine

Its: Manager

State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me on April 17, 2012
_____, by Dan C Bridenstine, the Manager of Rollins Ranch, LLC, a Utah limited liability
company.



Amy A Lucas
Notary Public

EXHIBIT A

to

**Third Amendment to Declaration Of Protective Covenants, Conditions And
Restrictions For Rollins Ranch
(The Rollins Ranch at Mountain Green)**

(Legal Description of the Project Property) Lots 101 through 131 and 139 through 149, Rollins Ranch Phase 1, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 132 through 138, Rollins Ranch Phase 1 Amended Lots 132-138, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 201 through 213, Rollins Ranch Phase 2, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 301 through 355, Rollins Ranch Phase 3, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

[For Reference Only: Affects Morgan County Tax Serial/Parcel Nos. listed beginning on following page:]

Serial Number	Parcel Number
03-ROLLR1-101	00-0074-4330
03-ROLLR1-102	00-0074-4331
03-ROLLR1-103	00-0074-4332
03-ROLLR1-104	00-0074-4333
03-ROLLR1-105	00-0074-4334
03-ROLLR1-106	00-0074-4335
03-ROLLR1-107	00-0074-4336
03-ROLLR1-108	00-0074-4337
03-ROLLR1-109	00-0074-4338
03-ROLLR1-110	00-0074-4339
03-ROLLR1-111	00-0074-4340
03-ROLLR1-112	00-0074-4341
03-ROLLR1-113	00-0074-4342
03-ROLLR1-114	00-0074-4343
03-ROLLR1-115	00-0074-4344
03-ROLLR1-116	00-0074-4345
03-ROLLR1-117	00-0074-4346
03-ROLLR1-118	00-0074-4347
03-ROLLR1-119	00-0074-4348
03-ROLLR1-120	00-0074-4349
03-ROLLR1-121	00-0074-4350
03-ROLLR1-122	00-0074-4351
03-ROLLR1-123	00-0074-4352
03-ROLLR1-124	00-0074-4353
03-ROLLR1-125	00-0074-4354
03-ROLLR1-126	00-0074-4355
03-ROLLR1-127	00-0074-4356
03-ROLLR1-128	00-0074-4357
03-ROLLR1-129	00-0074-4358
03-ROLLR1-130	00-0074-4359
03-ROLLR1-131	00-0074-4360
03-ROLLR1-132A	00-0075-0132
03-ROLLR1-133A	00-0075-0133
03-ROLLR1-134A	00-0075-0134
03-ROLLR1-135A	00-0075-0135
03-ROLLR1-136A	00-0075-0136
03-ROLLR1-137A	00-0075-0137
03-ROLLR1-138A	00-0075-0138
03-ROLLR1-139	00-0074-4368

Serial Number	Parcel Number
03-ROLLR1-140	00-0074-4369
03-ROLLR1-141	00-0074-4370
03-ROLLR1-142	00-0074-4371
03-ROLLR1-143	00-0074-4372
03-ROLLR1-144	00-0074-4373
03-ROLLR1-145	00-0074-4374
03-ROLLR1-146	00-0074-4375
03-ROLLR1-147	00-0074-4376
03-ROLLR1-148	00-0074-4377
03-ROLLR1-149	00-0074-4378
03-ROLLR2-201	00-0074-4412
03-ROLLR2-202	00-0074-4413
03-ROLLR2-203	00-0074-4414
03-ROLLR2-204	00-0074-4415
03-ROLLR2-205	00-0074-4416
03-ROLLR2-206	00-0074-4417
03-ROLLR2-207	00-0074-4418
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03-ROLLR2-211	00-0074-4422
03-ROLLR2-212	00-0074-4423
03-ROLLR2-213	00-0074-4424
03-ROLLR3-301	00-0074-4581
03-ROLLR3-302	00-0074-4582
03-ROLLR3-303	00-0074-4583
03-ROLLR3-304	00-0074-4584
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03-ROLLR3-306	00-0074-4586
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03-ROLLR3-312	00-0074-4592
03-ROLLR3-313	00-0074-4593
03-ROLLR3-314	00-0074-4594
03-ROLLR3-315	00-0074-4595
03-ROLLR3-316	00-0074-4596
03-ROLLR3-317	00-0074-4597

Serial Number	Parcel Number
03-ROLLR3-318	00-0074-4598
03-ROLLR3-319	00-0074-4599
03-ROLLR3-320	00-0074-4600
03-ROLLR3-321	00-0074-4601
03-ROLLR3-322	00-0074-4602
03-ROLLR3-323	00-0074-4603
03-ROLLR3-324	00-0074-4604
03-ROLLR3-325	00-0074-4605
03-ROLLR3-326	00-0074-4606
03-ROLLR3-327	00-0074-4607
03-ROLLR3-328	00-0074-4608
03-ROLLR3-329	00-0074-4609
03-ROLLR3-330	00-0074-4610
03-ROLLR3-331	00-0074-4611
03-ROLLR3-332	00-0074-4612
03-ROLLR3-333	00-0074-4613
03-ROLLR3-334	00-0074-4614
03-ROLLR3-335	00-0074-4615
03-ROLLR3-336	00-0074-4616
03-ROLLR3-337	00-0074-4617
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03-ROLLR3-339	00-0074-4619
03-ROLLR3-340	00-0074-4620
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03-ROLLR3-342	00-0074-4622
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03-ROLLR3-350	00-0074-4630
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03-ROLLR3-352	00-0074-4632
03-ROLLR3-353	00-0074-4633
03-ROLLR3-354	00-0074-4634
03-ROLLR3-355	00-0074-4635

PINNACLE Engineering & Land Surveying, Inc.

1513 North Hillfield Rd., Suite #2
Layton, UT 84041

Phone: (801) 866-0676
Fax: (801) 866-0678

Morgan County Recorder's Office

48 W. Young St.

Morgan, Utah 84050

Ent 108457 Bk 250 Pg 578
Date: 17-JUL-2007 11:29AM
Fee: \$128.00 Credit Card
Filed By: CRB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: ROLLINS RANCH LLC

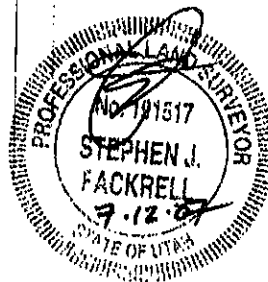
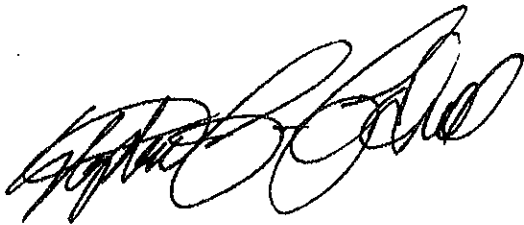
AFFIDAVIT OF CORRECTION

To Whom It May Concern,

The front and rear building setbacks from property line in Rollins Ranch Phase 1, Rollins Ranch Phase 2, and Rollins Ranch Phase 3, subdivision plats recorded at the office of the Morgan County Recorder are hereby corrected to 20 feet, as indicated in the Development Agreement, recorded as Entry # 105900, Book 0241, Page 0041, and Paragraph 7.6 at the office of the Morgan County recorder.

Please accept and apply these changes as indicated. Thank you for cooperation on this matter.

Sincerely,



Stephen J. Fackrell, P.L.S. #191517
President

Pinnacle Engineering & Land Surveying

03-ROLLR1- LOTS 101-149 - 00-0074-4300 - 00-0074-4378
03-ROLLR2- LOTS 201-213 00-0074-4412 - 00-0074-4424
03-ROLLR3- LOTS 301-355 00-0074-4581 - 00-0074-4635

Also, All Roads, open spaces and common areas.



AFFIDAVIT CHANGE OF ADDRESS


WHEREAS, I, Sherrie Christensen AICP, Morgan County Zoning Administrator have found errors on an address on a recorded dedication plat entitled, "Rollins Ranch PRUD Subdivision" which has been recorded in the records of the Morgan County Recorder and,

WHEREAS, said plat of "Rollins Ranch a PRUD Subdivision" reflected the addresses for the following lots incorrectly as recorded in Entry: 105997 Book: 241 Page: 478 in the Morgan County Recorders Office: and,

THEREFORE, The address for following lots will be changed to and become:

Parcel #	Serial #	Lot #	Old Address	New Address
00-0074-4627	03-ROLLR3-347	347		6010 N Lariat Lane
00-0074-4628	03-ROLLR3-348	348		6040 N Lariat Lane
00-0074-4629	03-ROLLR3-349	349		6062 N Lariat Lane
00-0074-4630	03-ROLLR3-350	350		6088 N Lariat Lane
				4533 W Ranch Blvd
00-0074-4631	03-ROLLR3-351	351		4505 W. Ranch Blvd
00-0074-4632	03-ROLLR3-352	352		4465 W. Ranch Blvd
00-0074-4633	03-ROLLR3-353	353		4445 W. Ranch Blvd
00-0074-4634	03-ROLLR3-354	354		4423 W. Ranch Blvd
00-0074-4635	03-ROLLR3-355	355		4401 W. Ranch Blvd.

SIGNED THIS 23rd DAY OF January 2007.

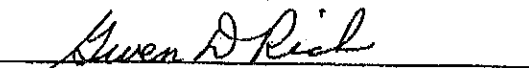

Sherrie Christensen, ACIP
Morgan County Zoning Administrator

Ent 106122 Bk 241 Pg 1008
Date: 23-JAN-2007 2:30PM
Fee: None
Filed By: AKT
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MORGAN COUNTY

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF MORGAN) SS

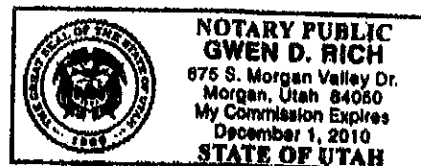
ON THE 23 DAY OF January, 2007, PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, SHERRIE CHRISTENSEN, MORGAN COUNTY ZONING ADMINISTRATOR, THE SIGNER OF THE ABOVE PLAT ADDRESS CHANGES, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.



NOTARY PUBLIC

RESIDING AT Morgan, UTAH

MY COMMISSION EXPIRES 12-1-10



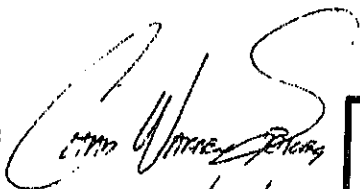
STATE OF UT)

:SS.

County of Davis)

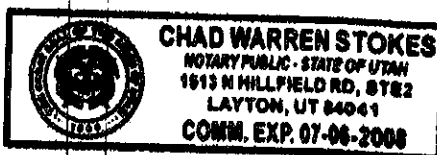
On the 12 day of July, 2007 personally appeared before me
STEPHEN J. FACKRELL, the signor(s) of the forgoing
instrument, who duly acknowledged to me that they executed the same.

Notary Public



My commission expires: 07/06/08

Residing at: 7853 S 1960E.
SO. WEBER, UT



WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell
PARR BROWN GEE & LOVELESS
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Ent 120231 Bk 284 Pg 1405
Date: 27-MAY-2010 4:50:37PM
Fee: \$130.00 Check
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: CORNERSTONE TITLE INS AGENCY LL
C MORGAN

**SECOND AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROLLINS RANCH**

This Second Amendment To the Amended and Restated Declaration Of Protective Covenants, Conditions And Restrictions For Rollins Ranch (this "2nd Amendment") is entered into this 26th day of May, 2010, by Rollins Ranch LLC, L.C., a Utah limited liability company ("Declarant"), and Rollins Ranch Homeowners Association, Inc., a Utah nonprofit corporation ("Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

BACKGROUND

A. Declarant is the Declarant under the document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on January 12, 2007, as Entry Number 105998, in Book 241 at Page 479 of the official records of Morgan County, Utah (as amended by the instrument recorded on July 23, 2007, as Entry Number 108542, in Book 250, at Page 930 and by the instrument recorded on July 26, 2007, as Entry Number 108575, in Book 251, at Page 2 of the official records of Morgan County, the "**Original Declaration**").

B. Declarant is the Declarant under the document entitled "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on May 6, 2010, as Entry Number 120060, in Book 284 at Page 708 of the official records of Morgan County, Utah

C. The Amended and Restated Declaration governs the planned community known as The Rollins Ranch at Mountain Green, a development located in Morgan County, Utah ("**Development**"). A legal description of the real property comprising the Development ("**Property**") is attached as "Exhibit A" to this Declaration.

D. Section 13.1 of the Original Declaration provides that it may be amended by the vote of Owners of Lots representing at least 75% of the voting power of the Association, together with the written consent of Declarant.

E. Owners representing at least 75% of the voting power of the Association have voted to approve this Amendment, and Declarant has provided its written consent by executing this Declaration.

NOW, THEREFORE, Declarant hereby amends the identified paragraphs of the "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green" the governing document and declares that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

6.3 Form for Conveyancing.

Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot will describe the interest or estate involved substantially as follows:

Lot No. _____, Rollins Ranch Phase [1]/[1 Amended]/[2]/[3], identified on the Plat recorded in Book _____ at Page _____ of the official records of Morgan County, and in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Rollins Ranch at Mountain Green, recorded as Entry Number 120060, in Book 284 at Page 708, of the official records of Morgan County, and in the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green, recorded as Entry Number _____, in Book _____ at Page _____ together with a right and easement of use and enjoyment in and to the Common Areas described in the Declaration and on the Plat.

10.12 Architectural Style and Compatibility of Improvements – 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305.

This Section 10.12 will apply to Residences constructed on Lots 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305 only. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. For Rambler style homes, at least 75% of the total surface area of the front façade and side façades combined will consist of brick or stone or some combination thereof homes and sixty five percent (65%) of the surface area of the front and side façades combined shall consist of brick or stone for all other style homes. The rear facade of all styles of homes shall have a minimum of 35% brick or stone. Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of 6 inches will be required on the fascia. No aluminum or

vinyl exterior siding is permitted. Roof surfaces will slope a minimum of 6:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles unless specific written approval of the Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials will be earth tones and grays while allowing accents of white, beige, rust, black or green. Care should be given that each Residence complements those around it, and does not detract in design, quality, or appearance. All exterior materials and colors must be approved in writing by the Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Neighborhood will be made by the Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions will be positioned on the back slope of the roof and will be coated or painted with tones that complement surrounding structures.

10.18 Fences, Walls, Hedges and Screens.

No fences, walls, hedges, or non-living screens will be constructed on any Lot without approval from the Architectural Review Committee. All fencing will be 6-foot iron picket fencing (see "Exhibit C", Page 1 of Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green). Any lot owner wishing to enclose fencing to keep small pets enclosed may use 2" x 4" wire mesh (see "Exhibit C", Page 2). Each lot may have one 4-foot-wide (maximum) pedestrian gate that provides access to dedicated open space areas. Gates will match iron picket fence in style and color as shown on "Exhibit C". These pedestrian gates are only allowed in iron picket fence sections. Fences may not be constructed on slopes of 15% or greater. No side-yard or backyard fences may be constructed adjacent to a Common Area fence without approval from the Architectural Review Committee, which Committee may approve such fencing so long as the fence matches the common area fence in height at least 10 feet before the two fences meet. Any Lot Owner wishing to enclose wood rail fencing with wire mesh must coordinate with the Association. No fences, hedges, shrubs or other living landscaping or screens of any kind will be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within 20 feet of a front Lot line will be trimmed to a maximum height of 3 feet. Backyard fences will not exceed 6 feet in height. Side yard fences will not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding 4 feet in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property. Limited private fencing composed of stone, brick, wood or Trex may be installed upon approval by the Architectural Review Committee to enclose such

structures as pools, hot tubs, patios, etc. All fencing will be set back a minimum of 10 feet from property lines.

The Architectural Review Committee may establish a 6-foot, 80% screen picket fence to be used in selected areas throughout the development. Style and color shall match iron picket fencing in exhibit C. The 80% screen picket fence may not be installed adjacent to any common open areas. When installed on a side yard property line the fence will not extend beyond the rear adjacent corner of the residential home.

Section 14

Amendment and Repeal

This Declaration may only be amended or repealed with the approval of at least 80% of the Members. However, (a) no amendment under this Section may create, limit, or diminish special Declarant rights without Declarant's written consent, and (b) no amendment under this Section may change the boundaries of any Lot without the consent of the Board and all Owners of the affected Lots.

ENTERED INTO AND AGREED TO on the first date set forth above.

"DECLARANT"

Rollins Ranch, L.L.C. a Utah
limited liability company

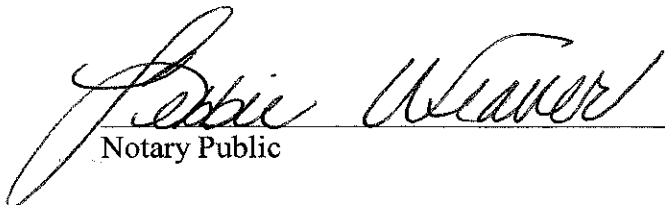
By: 
Rulon C. Gardner, Manager

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

On this 26th day of May, 2010, personally appeared before me Rulon C. Gardner who acknowledged being, or who is personally known to me to be, the Manager Rollins Ranch, L.L.C., a Utah limited liability company, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.


Notary Public

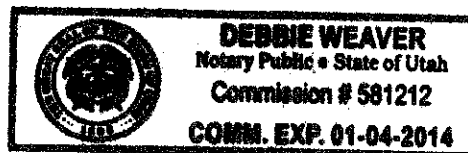


EXHIBIT A
to
Second Amendment to Declaration Of Protective Covenants, Conditions And
Restrictions For Rollins Ranch
(The Rollins Ranch at Mountain Green)

(Legal Description of the Project Property) Lots 101 through 131 and 139 through 149, Rollins Ranch Phase 1, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 132 through 138, Rollins Ranch Phase 1 Amended Lots 132-138, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 201 through 213, Rollins Ranch Phase 2, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 301 through 355, Rollins Ranch Phase 3, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

[For Reference Only: Affects Morgan County Tax Serial/Parcel Nos. listed beginning on following page:]

Serial Number	Parcel Number
03-ROLLR1-101	00-0074-4330
03-ROLLR1-102	00-0074-4331
03-ROLLR1-103	00-0074-4332
03-ROLLR1-104	00-0074-4333
03-ROLLR1-105	00-0074-4334
03-ROLLR1-106	00-0074-4335
03-ROLLR1-107	00-0074-4336
03-ROLLR1-108	00-0074-4337
03-ROLLR1-109	00-0074-4338
03-ROLLR1-110	00-0074-4339
03-ROLLR1-111	00-0074-4340
03-ROLLR1-112	00-0074-4341
03-ROLLR1-113	00-0074-4342
03-ROLLR1-114	00-0074-4343
03-ROLLR1-115	00-0074-4344
03-ROLLR1-116	00-0074-4345
03-ROLLR1-117	00-0074-4346
03-ROLLR1-118	00-0074-4347
03-ROLLR1-119	00-0074-4348
03-ROLLR1-120	00-0074-4349
03-ROLLR1-121	00-0074-4350
03-ROLLR1-122	00-0074-4351
03-ROLLR1-123	00-0074-4352
03-ROLLR1-124	00-0074-4353
03-ROLLR1-125	00-0074-4354
03-ROLLR1-126	00-0074-4355
03-ROLLR1-127	00-0074-4356
03-ROLLR1-128	00-0074-4357
03-ROLLR1-129	00-0074-4358
03-ROLLR1-130	00-0074-4359
03-ROLLR1-131	00-0074-4360
03-ROLLR1-132-A	00-0074-4361 00-0075-0132
03-ROLLR1-133-A	00-0074-4362 00-0075-0133
03-ROLLR1-134-A	00-0074-4363 00-0075-0134
03-ROLLR1-135-A	00-0074-4364 00-0075-0135
03-ROLLR1-136-A	00-0074-4365 00-0075-0136
03-ROLLR1-137-A	00-0074-4366 00-0075-0137
03-ROLLR1-138-A	00-0074-4367 00-0075-0138
03-ROLLR1-139	00-0074-4368

Serial Number	Parcel Number
03-ROLLR1-140	00-0074-4369
03-ROLLR1-141	00-0074-4370
03-ROLLR1-142	00-0074-4371
03-ROLLR1-143	00-0074-4372
03-ROLLR1-144	00-0074-4373
03-ROLLR1-145	00-0074-4374
03-ROLLR1-146	00-0074-4375
03-ROLLR1-147	00-0074-4376
03-ROLLR1-148	00-0074-4377
03-ROLLR1-149	00-0074-4378
03-ROLLR2-201	00-0074-4412
03-ROLLR2-202	00-0074-4413
03-ROLLR2-203	00-0074-4414
03-ROLLR2-204	00-0074-4415
03-ROLLR2-205	00-0074-4416
03-ROLLR2-206	00-0074-4417
03-ROLLR2-207	00-0074-4418
03-ROLLR2-208	00-0074-4419
03-ROLLR2-209	00-0074-4420
03-ROLLR2-210	00-0074-4421
03-ROLLR2-211	00-0074-4422
03-ROLLR2-212	00-0074-4423
03-ROLLR2-213	00-0074-4424
03-ROLLR3-301	00-0074-4581
03-ROLLR3-302	00-0074-4582
03-ROLLR3-303	00-0074-4583
03-ROLLR3-304	00-0074-4584
03-ROLLR3-305	00-0074-4585
03-ROLLR3-306	00-0074-4586
03-ROLLR3-307	00-0074-4587
03-ROLLR3-308	00-0074-4588
03-ROLLR3-309	00-0074-4589
03-ROLLR3-310	00-0074-4590
03-ROLLR3-311	00-0074-4591
03-ROLLR3-312	00-0074-4592
03-ROLLR3-313	00-0074-4593
03-ROLLR3-314	00-0074-4594
03-ROLLR3-315	00-0074-4595
03-ROLLR3-316	00-0074-4596
03-ROLLR3-317	00-0074-4597

Serial Number	Parcel Number
03-ROLLR3-318	00-0074-4598
03-ROLLR3-319	00-0074-4599
03-ROLLR3-320	00-0074-4600
03-ROLLR3-321	00-0074-4601
03-ROLLR3-322	00-0074-4602
03-ROLLR3-323	00-0074-4603
03-ROLLR3-324	00-0074-4604
03-ROLLR3-325	00-0074-4605
03-ROLLR3-326	00-0074-4606
03-ROLLR3-327	00-0074-4607
03-ROLLR3-328	00-0074-4608
03-ROLLR3-329	00-0074-4609
03-ROLLR3-330	00-0074-4610
03-ROLLR3-331	00-0074-4611
03-ROLLR3-332	00-0074-4612
03-ROLLR3-333	00-0074-4613
03-ROLLR3-334	00-0074-4614
03-ROLLR3-335	00-0074-4615
03-ROLLR3-336	00-0074-4616
03-ROLLR3-337	00-0074-4617
03-ROLLR3-338	00-0074-4618
03-ROLLR3-339	00-0074-4619
03-ROLLR3-340	00-0074-4620
03-ROLLR3-341	00-0074-4621
03-ROLLR3-342	00-0074-4622
03-ROLLR3-343	00-0074-4623
03-ROLLR3-344	00-0074-4624
03-ROLLR3-345	00-0074-4625
03-ROLLR3-346	00-0074-4626
03-ROLLR3-347	00-0074-4627
03-ROLLR3-348	00-0074-4628
03-ROLLR3-349	00-0074-4629
03-ROLLR3-350	00-0074-4630
03-ROLLR3-351	00-0074-4631
03-ROLLR3-352	00-0074-4632
03-ROLLR3-353	00-0074-4633
03-ROLLR3-354	00-0074-4634
03-ROLLR3-355	00-0074-4635

After Recording, Return to:

Robert A. McConnell, Esq.
Parr Brown Gee & Loveless
185 S State St, Ste 800
Salt Lake City, UT 84111-1549

Ent 120060 Bk 284 Pg 708
Date: 06-MAY-2010 4:36:53PM
Fee: \$214.00 Check
Filed By: BDN
BRENDA NELSON, Recorder
MORGAN COUNTY
For: CORNERSTONE TITLE INS AGENCY LL
C MORGAN

Space above for Recorder's use

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE ROLLINS RANCH AT MOUNTAIN GREEN**

Rollins Ranch, LLC,
Declarant

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**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE ROLLINS RANCH AT MOUNTAIN GREEN**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for The Rollins Ranch at Mountain Green ("**Declaration**") is executed as of April __, 2010, by **Rollins Ranch, LLC**, a Utah limited liability company ("**Declarant**").

BACKGROUND

A. Declarant is the Declarant under the document entitled "Declaration of Covenants, Conditions, Restrictions and Easements for The Rollins Ranch at Mountain Green," recorded on January 12, 2007, as Entry Number 105998, in Book 241 at Page 479 of the official records of Morgan County, Utah (as amended by the instrument recorded on July 23, 2007, as Entry Number 108542, in Book 250, at Page 930 and by the instrument recorded on July 26, 2007, as Entry Number 108575, in Book 251, at Page 2 of the official records of Morgan County, the "**Original Declaration**").

B. The Original Declaration governs the planned community known as The Rollins Ranch at Mountain Green, a development located in Morgan County, Utah ("**Development**"). A legal description of the real property comprising the Development ("**Property**") is attached as Exhibit A to this Declaration.

C. Section 13.1 of the Original Declaration provides that it may be amended by the vote of Owners of Lots representing at least 75% of the voting power of the Association, together with the written consent of Declarant.

D. Owners representing at least 75% of the voting power of the Association have voted to approve this Amendment, and Declarant has provided its written consent by executing this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and charges, which will run with the Property and will be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and will inure to the benefit of each owner thereof.

**Section 1
DEFINITIONS**

As used in this Declaration, the capitalized terms set forth below will have the following meanings, respectively:

1.1 Additional Land.

Land that is made subject to this Declaration from time to time in accordance with Section 13. Additional Land will not be subject to this Declaration unless and until it is annexed to the Development in accordance with Section 13.

1.2 Applicant.

Any Owner seeking to construct improvements on its Lot who submits an Application to the Architectural Review Committee.

1.3 Application.

Defined in Section 9.4.

1.4 Approval.

Unless otherwise specified in this Declaration: (a) with respect to Declarant, the Association, the Board, or the Architectural Review Committee: advance written approval; and (b) with regard to Members (other than Declarant): approval by the requisite percentage of votes entitled to be cast by the Members participating in a duly called meeting in person, by proxy, by written ballot, or by action without a meeting. This definition will apply to other forms of the word "approval" as well, whether capitalized or not.

1.5 Architectural Guidelines.

The architectural, design, and construction guidelines and review procedures adopted in accordance with Section 9, as amended.

1.6 Architectural Review Committee.

The committee appointed in accordance with Section 9.

1.7 Articles.

The articles of incorporation of the Association, as amended.

1.8 Annual Assessment.

Defined in Section 8.5.

1.9 Assessments.

All assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with the Governing Documents, including Annual Assessments, Special Assessments, Individual Assessments, and Transfer Assessments.

1.10 Association.

The Rollins Ranch at Mountain Green Homeowners Association, Inc., a Utah nonprofit corporation (and its successors and assigns).

1.11 Board.

The Board of Directors of the Association.

1.12 Bylaws.

The bylaws of the Association, as amended.

1.13 County.

Morgan County, a political subdivision of the State of Utah.

1.14 Common Areas.

Those parcels (and any improvements on such parcels) intended for the common use and enjoyment of the Owners and their Tenants and Guests, as shown on the Plat or as established by this Declaration or any Supplemental Declaration, including the Community Open Space Parcels. Common Areas do not include any publicly dedicated streets.

1.15 Common Expenses.

The actual and estimated costs and expenses incurred, or anticipated to be incurred, by the Association in carrying out its powers and obligations under the Governing Documents, including any reasonable reserve, and including any items specified as Common Expenses in this Declaration.

1.16 Community Open Space Parcels.

Property set aside as open space pursuant to the Plat or in this Declaration, including the areas designated as "Open Space" or "OS" on the Plat.

1.17 County.

Morgan County, Utah.

1.18 Declarant.

Rollins Ranch, LLC, a Utah limited liability company; and its successors and assigns if the successor or assignee acquires Declarant's interest in the Development, or less than all of Declarant's interest in the Development if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration.

1.19 Declarant Control Period.

The period beginning on the date this Declaration is recorded in the official records of the County, and ending at the first to occur of the following:

(a) 75% of the Lots have been conveyed to Purchasers; or

(b) Declarant records a written statement in the official records of the County voluntarily terminating the Declarant Control Period, effective as of the date set forth in the statement.

1.20 Declaration.

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for The Rollins Ranch at Mountain Green. Unless the context requires otherwise, the term "Declaration" will include any Supplemental Declaration.

1.21 Development.

As used in this Declaration, the term "**Development**" will refer to the Land and any Additional Land made subject to this Declaration from time to time in accordance with Section 13.

1.22 Eligible Mortgagee.

Any Mortgagee of a Lot (or any insurer or guarantor of a Mortgage on a Lot) who has provided a written request to the Association (such request to state the name and address of such Eligible Mortgagee and the street address of the Lot to which its Mortgage relates), to be notified of any of the events listed in Section 12.1.

1.23

1.24 Governing Documents.

This Declaration, the Articles, the Bylaws, the Architectural Guidelines, the Rules and Regulations, the fine schedule adopted in accordance with Section 11.2, and any other document, rule, or regulation adopted by the Association in accordance with the Governing Documents.

1.25 Guest.

Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a time.

1.26 Individual Assessment.

Defined in Section 8.7.

1.27 Lot.

Each parcel designated for private ownership and for the construction of a Residence, including Lots 101 through 149, Lots 201 through 213, and Lots 301 through 355, as shown on the Plat, and including any Additional Land designated as a Lot on a Supplemental Plat or in a Supplemental Declaration.

1.28 Member.

Any Person, including Declarant, holding a membership in the Association in accordance with Section 3.2.

1.29 Mortgage.

Any mortgage, deed of trust, or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

1.30 Mortgagee.

Any Person named as a mortgagee or as a trustee or beneficiary under any Mortgage and any successor to the interest of any such Person under a Mortgage.

1.31 Neighborhood.

Any separately designated and developed neighborhood or area constructed upon a portion of the Development, designated as such on the Plat or in this Declaration or in any other declaration annexing Additional Land to the Development.

1.32 Owner.

Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the fee interest in a Lot and terminate upon disposition of that interest, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.33 Person.

A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.34 Plat.

(a) the plat entitled "Rollins Ranch Phase 1", the plat entitled "Rollins Ranch Phase 1 Amended Lots 132-138", the plat entitled "Rollins Ranch Phase 2", the plat entitled "Rollins Ranch Phase 2 Amended Lots 210-213", and the plat entitled "Rollins Ranch Phase 3", on file and of record in the official records of the County;

(b) any plat amending a plat or plats described in Section 1.34(a); and

(c) any Supplemental Plat.

1.35 Purchaser.

A Person other than Declarant who acquires a fee simple interest in a Lot.

1.36 Reserve Fund.

A fund established for the replacement of Common Area improvements, as described in Section 8.10.

1.37 Residence.

A building located on a Lot and designated for single-family residential occupancy.

1.38 Rules and Regulations.

Those rules and regulations adopted by the Board governing the conduct of persons in the Development and the operation and use of the Land and the improvements located on the Land.

1.39 Special Assessment.

Defined in Section 8.6

1.40 Supplemental Declaration.

Defined in Section 13.1(a).

1.41 Supplemental Plat.

Defined in Section 13.1(b).

1.42 Tenant.

Any Person who is leasing or renting a Residence.

1.43 Transfer Assessment.

Defined in Section 8.8.

1.44 Turnover Meeting.

The meeting called by Declarant to turn over administrative responsibility for the Development to the Members, as described in Section 4.2.

Section 2
NEIGHBORHOOD DESIGNATIONS; LAND CLASSIFICATIONS

2.1 Neighborhood Designation.

Each of The Hollows and Hidden Valley is hereby designated a Neighborhood within the Development.

(a) Hidden Valley will consist of such real property designated as part of such Neighborhood on the Plat or declared to be a part of such Neighborhood in this Declaration or in any Supplemental Declaration annexing Additional Land to Hidden Valley.

(b) The Hollows will consist of such real property designated as part of such Neighborhood on the Plat or declared to be a part of such Neighborhood in this Declaration or in any Supplemental Declaration annexing Additional Land to The Hollows.

2.2 Consolidation of Lots.

The Owner of two adjoining Lots, subject to the approval of the County, may elect to consolidate such Lots into one Lot. The consolidation will be effected by the Owner's recording in the office of the County Recorder a declaration stating that the two Lots are consolidated, which declaration will include a written consent executed by the County. Thereafter, the consolidated Lots will constitute one Lot for all purposes of this Declaration, including voting rights and Assessments. Once so consolidated, the consolidated Lot may not thereafter be partitioned, nor may the consolidation be revoked without the approval of the County.

Section 3
MEMBERSHIP IN THE ASSOCIATION

3.1 Organization.

The Association will be a Utah nonprofit corporation and will have the property, powers, and obligations set forth in this Declaration for the benefit of the Development and all Owners. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated association existing immediately before its dissolution will automatically vest in the successor unincorporated association, and such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles and Bylaws as if they were the governing documents of the unincorporated association.

3.2 Membership.

Every Owner of one or more Lots within the Development will be a Member of the Association. Membership will begin automatically when a Person becomes an Owner and will

continue until the Person is no longer an Owner, at which point the membership will expire automatically.

3.3 Voting Rights.

Each Member will be entitled to one vote for each Lot owned, except that no more than one vote may be cast with respect to any one Lot. When a Lot is owned by multiple Owners, all such Persons will be Members and the vote for such Lot will be exercised as the Owners among themselves determine. However, if the Owners of a Lot cannot agree on how to exercise their vote with respect to a pending matter, any such Owner may deliver notice of such disagreement to the Association before the vote is finalized, and the vote will then be disregarded with respect to such matter.

Section 4 MANAGEMENT OF THE ASSOCIATION

4.1 Board of Directors.

The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. During the Declarant Control Period, the Board will consist of three Directors, appointed by Declarant in its sole discretion. Directors appointed by Declarant will serve until replaced by Declarant or until their successors take office at the Turnover Meeting, whichever occurs earlier. Effective as of the Turnover Meeting, the Board will be composed of five Directors, who will be elected by the Members and whose terms and qualifications will be set in accordance with the Bylaws.

4.2 Turnover Meeting.

Declarant will call a meeting ("Turnover Meeting") of the Association for the purpose of turning over administrative responsibility for the Development to the Members sometime before the expiration of the Declarant Control Period. At the Turnover Meeting, the Members will elect Directors to replace the Directors appointed by Declarant. The newly elected Directors will take office, and the Directors appointed by Declarant will resign, effective as of the expiration of the Declarant Control Period or such earlier date as Declarant may specify. If Declarant fails to call the Turnover Meeting, any Member or Mortgagee may call the meeting by giving notice as provided in the Bylaws.

4.3 Liability.

A Director or officer of the Association will not be liable to the Association or any Member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional misconduct. If any Director or officer of the Association is made a party to any proceeding because the individual is or was a Director or officer of the Association, the Association will indemnify such individual against liability and expenses incurred, to the maximum extent permitted by law.

Section 5
POWERS AND OBLIGATIONS OF THE ASSOCIATION

5.1 General Powers and Obligations.

The Association will have, exercise, and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration.

(b) The powers, duties, and obligations of a nonprofit corporation under the Utah Revised Nonprofit Corporation Act.

(c) Any additional powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association and promoting the general welfare of the Owners, all in accordance with this Declaration.

5.2 Specific Powers and Duties.

The specific powers and duties of the Association will include the following:

(a) **Maintenance.** The Association will maintain, repair, and replace the Common Areas and any improvements located thereon in an attractive condition and in a good and workmanlike manner so as to carry out the purpose for which the Common Areas are intended.

(b) **Services.** The Association may provide or contract for such services as the Board may reasonably deem to be of benefit to the Development, including garbage removal and security services for the Development. The Association may also create various classes of service and levy appropriate Individual Assessments against the Owners and Lots benefiting from such services, without being required to render such services to Members who do not agree to pay such charges.

(c) **Insurance.** The Association will obtain and maintain at least \$2,000,000 of commercial general liability insurance. The Association may obtain property insurance insuring the Association against casualty damage to the Common Area improvements in an amount deemed necessary by the Board.

(d) **Rulemaking.** The Association may make, establish, promulgate, amend, and repeal Rules and Regulations governing the Common Areas.

(e) **Assessments.** The Association will adopt budgets and impose and collect Assessments as provided in Section 8.

(f) **Enforcement.** The Association will enforce the Governing Documents in accordance with Section 11.

(g) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any Person as manager; hire employees to manage, conduct, and perform the business, obligations, and duties of the Association; employ professional counsel and obtain advice from landscape architects, recreational experts, architects, planners, lawyers, accountants or other advisers; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance, and operation of the Development.

(h) **Acquiring, Holding, and Conveying Property.** The Association may acquire, hold, and convey, with or without consideration, real and personal property and interests therein, including easements across all or any portion of the Common Areas, and will accept any real or personal property interests within the Development conveyed to the Association by Declarant.

5.3 Implied Rights and Obligations.

The Association may exercise any other power reasonably implied by, or necessary to carry out, an express power given to the Association under this Declaration.

Section 6 PROPERTY RIGHTS IN LOTS

6.1 Use and Occupancy.

Each Lot Owner will be entitled to the exclusive use and benefit of its Lot, but the Lot will be bound by, and the Owner will comply with, the Governing Documents.

6.2 Easements Reserved.

In addition to any utility and drainage easements shown on the Plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

(a) **Right of Entry.** The Association may at any reasonable time, upon reasonable notice to the Lot Owner, enter upon any Lot (i) to determine whether the use or improvements of the Lot comply with the Governing Documents or (ii) to enforce the Governing Documents in accordance with Section 11. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner of the Lot. Without limiting the generality of the foregoing, the Association will have the right to enter on any Lot upon reasonable notice to the Owner in order to maintain landscaping in the event the Owner fails to adequately maintain the landscaping in accordance with the Governing Documents, including watering and the maintenance, repair or replacement of the exterior sprinkling system. The Association's right of access for maintenance will include the right of access to a garage or other part of a Residence on a Lot containing the automatic sprinkling control box and the right to use the water at the expense of the Owner in any amount deemed necessary and appropriate by the Association for maintaining the landscaping in the Lot.

(b) **Utility Easements.** Easements for installations and maintenance of drainage facilities and public utilities are hereby reserved as set forth on the Plat. Within these easements, no structure, planting or other material will be placed or permitted to remain which

may reasonably interfere with or damage utilities or drainage facilities. However, the Architectural Review Committee may, in its sole discretion, approve a structure within the easements such as a fence, wall, landscaping, driveway or off-street parking area. It is expressly understood, however, that any such Improvements will be constructed at the Owner's or the easement holder's sole risk, as the case may be, of having the Improvements partially or wholly removed, dismantled, taken out, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement areas within each Lot and all Improvements in such areas will be maintained continuously by the Owner of the Lot, except for those Improvements which a public authority or utility company is responsible to maintain. Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on the Plat.

6.3 Form for Conveyancing.

Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot will describe the interest or estate involved substantially as follows:

Lot No. _____, Rollins Ranch Phase [1]/[1 Amended]/[2]/[3], identified on the Plat recorded in Book _____ at Page _____ of the official records of Morgan County, and in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Rollins Ranch at Mountain Green, recorded as Entry No. _____ in Book _____ at Page _____, of the official records of Morgan County, together with a right and easement of use and enjoyment in and to the Common Areas described in the Declaration and on the Plat.

Section 7 PROPERTY RIGHTS IN COMMON AREAS

7.1 Easement of Enjoyment.

Subject to Section 7.3, each Owner will have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement will be appurtenant to and will pass with the title to each Lot. Any Owner may delegate this right and easement to its Tenants or Guests.

7.2 Title to Common Areas.

Title to the Common Areas will be conveyed to the Association by Declarant, free and clear of monetary liens, upon or before the expiration of the Declarant Control Period.

7.3 Limitations on Easement of Enjoyment.

The right and easement of use and enjoyment in and to the Common Areas will be subject to the easements shown on the Plat, and to the following easements and limitations:

(a) the right of the Association to suspend the right of an Owner to use the Common Areas in accordance with Section 11.

(b) the right of the Association to adopt, amend, or repeal Rules and Regulations governing the conduct of persons on, and the operation and use of, the Common Areas as it deems necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Common Areas in accordance with the Governing Documents. A copy of the Rules and Regulations, as amended from time to time, will be promptly delivered to each Owner by the Board and will be binding upon the Owners as of the date of delivery.

(c) an easement for ingress and egress to and from the Lots, Common Areas, and streets, in favor of Declarant, the Association, and the Owners.

(d) an easement in favor of Declarant for the purpose of carrying out activities related to the sale and construction of the Development.

(e) an easement in favor of Declarant and the Association for ingress and egress to and from the Common Areas for the installation, maintenance, and repair of wires, lines, and conduits connected with the transmission of electricity, gas, water, communications, and other utilities.

(f) an easement in favor of Declarant and the Association for ingress and egress to and from the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to the construction and maintenance of new and existing improvements on the Common Areas or any other real property owned by Declarant, as long as Declarant and the Association do not unreasonably interfere with any Owner's use and enjoyment of its Lot.

(g) an easement over the Common Areas in favor of police, fire, and other public officials in the performance of their official duties.

(h) the right of Declarant to establish easements, reservations, exceptions, and exclusions consistent with the ownership of the Development and the best interests of the Owners and the Association.

Section 8

ASSESSMENTS

8.1 Purpose of Assessments.

The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development and for the improvement, operation, and maintenance of the Common Areas and the Lots.

8.2 Types of Assessments.

The Association may levy Annual Assessments, Special Assessments, and Individual Assessments, all as more particularly described below.

8.3 Apportionment of Assessments.

Each Lot will be subject to Assessments as soon as it is conveyed to an Owner other than Declarant, except that any Lot owned by Declarant will be subject to Assessments upon issuance of a certificate of occupancy for a Residence constructed thereon. The pro rata share of Assessments for each Lot will be calculated by dividing the total dollar amount of each such Assessment by the total number of Lots subject to assessment.

8.4 Annual Budget.

The Board will prepare an annual budget for the Association each fiscal year, taking into account the Common Expenses, contributions to be made to the Reserve Fund, any surplus from previous years, and any income expected from sources other than Assessments. During the Declarant Control Period, the annual budget will be prepared and adopted by the Board. After the Declarant Control Period expires, the annual budget will be prepared by the Board but must be approved by the Members. The fiscal year will be as provided in the Bylaws.

8.5 Annual Assessments.

Based on the annual budget, the Board will determine the amount of the Annual Assessment, which will be apportioned among the Lots as provided in Section 8.3. At the closing of the initial sale of each Lot, the Owner purchasing the Lot from Declarant will pay an amount equal to one-half of the Annual Assessment and one-half of any Special Assessment due for the calendar year in which the Lot is purchased. The remaining half of the Annual Assessment and any Special Assessment will be due at the earlier to occur of (a) the issuance of a certificate of occupancy for the Residence constructed on the Lot or (b) the due date for payment of the next installment of the Annual Assessment. At the closing of each subsequent sale of the Lot, the Owner purchasing the Lot will pay an amount equal to the prorated portion of the Annual Assessment and any Special Assessment due for the year in which the closing occurs. An Owner who sells its Lot will not be entitled to a refund from the Association of any Assessments paid in advance. However, the purchasing Owner will be entitled to a credit for any Assessments paid in advance by a previous Owner, and the selling Owner may seek a corresponding credit from the purchasing Owner. Annual Assessments will be payable in monthly, quarterly, semiannual, or annual installments, as determined by the Board.

8.6 Special Assessments.

In addition to the Annual Assessments authorized in Section 8.4, the Board may levy during any fiscal year a Special Assessment applicable to that year only, for the purpose of deferring all or any part of the cost of structural improvements, landscaping improvements, unbudgeted expenses, expenses in excess of those budgeted, or other unanticipated, extraordinary, or emergency expenses. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by at least 67% of the Members and, during the Declarant Control Period, Declarant. Special Assessments will be apportioned as provided in Section 8.3 and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

8.7 Individual Assessments.

The cost of any service benefiting less than all of the Lots may, in the discretion of the Board, be assessed exclusively against the Lots benefited as an Individual Assessment. Individual Assessments will also include fines imposed for violation of the Governing Documents and charges against a Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the Governing Documents. Unless otherwise provided by the Board, an Individual Assessment will be due 30 days after the Board has notified the Owner subject to the Individual Assessment.

8.8 Transfer Assessment.

Upon taking title to a Lot, a Purchaser will pay to the Association a Transfer Assessment in an amount to be established and adjusted from time to time by the Board.

8.9 Assessment of Lots Created on Additional Land.

A Lot created on any Additional Land will become subject to Assessments as soon as it is (a) conveyed to an Owner other than Declarant or (b) occupied for residential use. Upon annexation of Additional Land, the Board will revise the annual budget to account for the Additional Land and recompute Assessments for all Lots, including the new Lots subject to Assessments, for the balance of the fiscal year. However, a declaration annexing Additional Land may provide that the Additional Land does not have the right to use particular Common Areas or particular facilities located on such Common Areas, in which case such Additional Land will not be assessed for the costs of operating, maintaining, repairing, replacing, or improving such Common Areas or facilities.

8.10 Reserve Fund.

The Association may establish a Reserve Fund for replacement of Common Area improvements. When budgeting for the Reserve Fund, the Board will take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repairs or replacement cost.

8.11 Assessment Lien.

Declarant covenants, and each Lot Owner is deemed to covenant, for each Lot owned by it within the Development, to pay to the Association all Assessments as may be fixed, established, and collected from time to time in accordance with this Declaration. Such Assessments, together with any interest, expenses, or attorneys' fees imposed in accordance with Section 11.4, will be a continuing lien upon the Lot against which each such Assessment or charge is made. However, no lien will attach to any Lot owned by Declarant until the Lot is subject to Assessment in accordance with Section 8.3. Assessments will be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment was assessed.

Section 9

ARCHITECTURAL CONTROL

9.1 General.

No major improvements, including without limitation, the construction of any Residence, garage, outbuilding, or other permanent structure may be constructed, erected, or installed on a Lot without the approval of the Architectural Review Committee ("**Committee**"), and no major excavation, grading, filling, draining, landscaping, or planting or removal of existing vegetation may be performed without the approval of the Committee. Determination as to whether an improvement is "major" and, therefore, subject to Committee approval, will be made by the Committee, but the Committee's discretion will be limited by, and the Committee's decisions may not contradict, the express provisions of this Declaration or the Architectural Guidelines. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval by the Committee. However, modifications to the interior of screened porches, patios, or similar portions of a Lot visible from outside the structure will be subject to Committee approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect. This Section will not apply to Declarant's activities.

9.2 Composition of Architectural Review Committee.

Prior to the Turnover Meeting, Declarant will serve as the Committee, provided Declarant may, in its sole discretion, appoint an interim Committee consisting of not less than four persons (at least one of whom will be a professional in the field of architecture and at least one of whom will be a professional in the field of landscape architecture), who will serve until replaced by Declarant or until their successors take office at the Turnover Meeting. Declarant may at any time delegate to the Board the right to appoint or remove members of the Committee; provided the Board will acquire the right to appoint or remove members of the Committee no later than the Turnover Meeting. After the Board assumes control of the right to appoint or remove members of the Committee, the Committee will consist of at least four persons, including at least two, and an equal number of, Owners (or representatives of Owners) from each Neighborhood.

9.3 Architectural Guidelines.

The Committee will prepare Architectural Guidelines that establish standards, rules, regulations, restrictions, and guidelines, in addition to those set forth in this Declaration, with respect to design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, landscaping, and other matters requiring approval by the Committee. The Architectural Guidelines will also specify the content of the Application that must be submitted to the Committee by an Owner seeking approval to construct improvements and will establish the procedures for submitting the Application. If there is a conflict between the Architectural Guidelines and this Declaration, this Declaration will prevail. During the Declarant Control Period, the Committee may amend the Architectural Guidelines in

its sole discretion. Upon the expiration of the Declarant Control Period, the Committee may amend the Architectural Guidelines subject to the approval of the Board. The Architectural Guidelines will be binding on all Owners and their respective architects, design professionals, builders, contractors, and agents. However, amendments to the Architectural Guidelines will be applied prospectively only and will not be applied so as to require modifications to or removal of improvements previously approved once construction of the approved improvements has begun. The Committee will make the Architectural Guidelines available to Owners who seek to construct improvements within the Development, but each Owner (and its architects, design professionals, builders, contractors, and agents) will be responsible for obtaining, understanding, and following the latest version of the Architectural Guidelines. Declarant may, in its sole discretion, record the Architectural Guidelines in the official records of the County, in which case the most recently recorded version will control if there is a dispute as to which version of the Architectural Guidelines was in effect at any particular time.

9.4 Application.

Any Owner seeking to construct improvements must submit an Application to the Committee for review, as specified in the Architectural Guidelines. The required Application materials may include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of the proposed improvements, as applicable. The Committee may require the submission of such additional information as may be reasonably necessary to consider any Application. The Committee may also waive certain Application requirements depending on the nature of the proposed improvements.

9.5 Standard.

The Committee will review each Application for compliance with this Declaration and the Architectural Guidelines, and may consider issues such as (a) whether the proposed improvements are consistent with the architectural character of the Development, considering the nature, shape, color, size, material, location, height, form, proportion, volume, and aesthetic quality of the proposed improvements; (b) whether the dimensions of the Lot can accommodate the proposed improvements; (c) whether the proposed improvements harmonize with the exterior design, topography, grade, and finished ground elevations of neighboring Lots, Common Areas improvements; (d) whether the proposed improvements will be adequately screened (if applicable); and (e) whether landscaping, drainage, utility service systems, and lighting are adequate. Each Owner acknowledges that the decisions of the Committee will be based partly on subjective standards of appearance, and that an Application may be rejected entirely on aesthetic grounds. The Committee will have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations will not be subject to review so long as they are made in good faith and in accordance with the procedures set forth in this Section and in the Architectural Guidelines.

9.6 Approval Procedure.

The Committee will make a determination on each Application within 30 days after receipt of a completed Application and all required information. The Committee may (a) approve

the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within ten days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections.

9.7 Appeal.

Any Owner adversely affected by an action of the Committee may appeal such action to the Board. Appeals must be made in writing within ten days of the Committee's action and must contain specific objections to the Committee's decision or mitigating circumstances justifying overturning the Committee's decision. A final, conclusive decision will be made by the Board within 30 days after receipt of the appeal.

9.8 Fees.

Each Applicant will be required to submit a \$300 fee to cover the cost of reviewing its Application ("**Review Fee**"). to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals whom the Committee may employ as it deems necessary to perform the review. The Review Fee may be refunded by the Committee if the Application is approved upon the first submittal by the Applicant. Each Applicant an Applicant to submit a \$1,200 deposit ("**Deposit**") to ensure that the Applicant (a) constructs the improvements in accordance with the approved Application (b) keeps its Lot in a condition so as to prevent the rubbish and debris that accumulate during the construction or landscaping process from blowing or collecting on neighboring Lots; (c) reasonably cleans up its Lot at or near the completion of the construction or landscaping process; (d) repairs any damage to the Development caused by the construction or landscaping process, including damage caused by Applicant's contractors; and (e) otherwise complies in all respects with this Section. The Committee may require that an Applicant pay the Deposit before beginning construction of the improvements or at any time during the construction. The Committee will return the balance of the Deposit to the Applicant as soon as the Committee verifies that the Applicant has complied in all respects with this Section. The Board may increase the amount of the Review Fee or the Deposit from time to time to cover increasing costs. The Board may also waive or lower the Review Fee or the Deposit where an Application proposes only minor improvements to a Lot.

9.9 Enforcement.

The Committee will notify the Board of any Applicant who fails to comply with this Section. The Board may then enforce such violation in accordance with Section 11.

9.10 Majority Action.

Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members.

9.11 Liability.

No Committee member will be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith.

9.12 Nonwaiver.

Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

9.13 Effective Period of Consent.

The Committee's consent to any Application will automatically be revoked one year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

9.14 Estoppel Certificate.

Within 30 days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Board to cover costs, the Committee will provide such Owner with an estoppel certificate executed by a member of the Committee, certifying with respect to any Lot owned by the Owner that as of the date of the certificate, either: (a) all improvements located on the Lot comply with this Declaration, or (b) certain improvements do not comply with this Declaration, in which event the certificate will also identify the noncomplying improvements and specify the nature of the noncompliance. Any purchaser of the Owner's Lot and any Mortgagee or other lienholder will be entitled to rely on the estoppel certificate, which will be conclusive as between the Owner, the Committee, the Association, and such purchaser, Mortgagee, or other lienholder.

Section 10 RESTRICTIONS

10.1 Prohibition Against Further Subdivision.

No Lot may be further subdivided or otherwise separated into smaller parcels without the approval of the Board and the County.

10.2 Permitted Use.

(a) **Residential Use.** Subject to the provisions of Section 10.2(b), the Property will be used for residential purposes only.

(b) **Commercial Use Restricted.** Except with the consent of the Board, no trade, craft, business, profession, commercial or similar activity of any kind will be conducted on the Property, nor will any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on the Property. Nothing in this Section will

be deemed to prohibit (i) activities relating to the rental or sale of Residences; (ii) the right of Declarant, the Association or any contractor or homebuilder to construct Residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Residence as a sales or rental office or model home or apartment for purposes of sales or rental in the Development; and (iii) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls, or confer with business or professional associates, clients or customers in his Residence, provided, however, there is no external evidence thereof and such use complies with County home occupation/business ordinances. The Board will not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the Residence and that the activities would not be in violation of applicable County ordinances.

(c) **Transient Lodging Use Prohibited.** Lots will be used for residential housing purposes only and will not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot will be for a period of less than 30 days. No Lot will be subjected to time interval ownership.

(d) **Use of Temporary Structures as a Residence Prohibited.** No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind will be used at any time for a residence, either temporary or permanent.

(e) **Drilling, Mining Prohibited.** No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration or similar activities will be permitted on the Property.

(f) **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property will be observed.

10.3 Permitted Structures.

No structures will be erected or permitted to remain on any Lot except Residences and structures normally accessory thereto which comply with the Architectural Guidelines and are approved by the Architectural Review Committee. Garages, sheds, storage units, private greenhouses, private swimming pools and other outbuildings may be erected and maintained on a Lot, provided they comply with the Architectural Guidelines and are approved by the Architectural Review Committee. No mobile home, trailer house, or other previously erected, used or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mineral excavation, shafts or other such structure designed for use in drilling for oil, natural gas, water or minerals will be erected or maintained on any Lot.

10.4 Minimum Square Footages - Garage Orientation for "The Hollows".

No single-story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages is 2,100 square feet or greater for a house with a three-car garage or 2,400 square feet or greater for a house with a two-car garage. No two-story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basements, open porches and garages, is 1,900 square feet or greater and the upper level area, exclusive of open porches, is 700 square feet or greater. A multi-level house, as defined as having more than two levels, must have a minimum of 3,300 square feet above the exterior finish grade.

10.5 Minimum Square Footages - Garage Orientation for "Hidden Valley".

No single story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages is 1,750 square feet or greater for a house with a three car garage or 1,900 square feet or greater for a house with a two car garage. No multi-story Residence will be constructed, altered, placed or permitted to remain on any Lot unless the main floor, exclusive of basements, open porches and garages, is a total of 1,600 square feet or greater and the upper level, exclusive of open porches, is a total of 600 square feet or greater. A multi-level house, as defined as having more than two levels, must have a minimum of 2,800 square feet above the exterior finish grade.

10.6 Setbacks; Orientation.

No Improvements will be located on a Lot closer to the respective Lot line than as follows: 20 feet from the front Lot line; 10 feet from each side Lot line, unless the Lot is a corner Lot, in which case the 20-foot front-yard standard will apply to the applicable side yard; and 20 feet from the rear Lot line. The orientation of a structure will be subject to the approval of the Architectural Review Committee. A Residence on a flag Lot will be oriented to face towards the side of the Lot that adjoins the staff, and the side of the flag Lot that adjoins the staff will be considered the front yard. Flag Lots will conform to the setbacks set forth above.

10.7 Height.

No Improvements with a height in excess of 35 feet, measured from the lowest finished grade of the structure to the ridgeline, excluding chimneys, will be located on Lots. The height restriction for sensitive upslope or downslope will be 30 feet and two stories, measured from the lowest finished grade of the structure to the ridgeline, excluding chimneys. Declarant reserves the right to modify the grade of any Lot by as much as 4 feet prior to the commencement of construction of Improvements thereon.

10.8 Garages.

Garages will be enclosed, large enough for at least two (2) cars and, where possible, situated so as to utilize a side-facing entrance. Garages will not be offset more than 8 feet in front of the Residence, except that an offset greater of up to 16 feet may be allowed if a side-loaded garage demonstrates superior architectural design. Superior architectural design is determined at the sole discretion of the Architectural Review Committee.

10.9 Completion Required Before Occupancy.

No Residence may be occupied prior to its completion and the issuance of a certificate of occupancy by the County.

10.10 Residence to be Constructed First.

No garage, storage unit or other outbuilding may be constructed prior to the construction of the primary Residence on the Lot.

10.11 Architectural Style and Compatibility of Improvements - "Hidden Valley".

This Section 10.11 applies to Residences in the Hidden Valley Neighborhood only. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. For each Residence: (a) at least 65% of the surface area of the front façade will consist of brick or stone or some combination thereof; (b) at least 65% of the surface area of each non-street-facing side façade and non-street-facing rear façade will consist of brick, stone, or hard-board siding, or some combination thereof; and (c) at least 45% of the surface area of each street-facing side façade and street-facing rear façade will consist of brick or stone or some combination thereof. Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of 6 inches will be required on the fascia. No aluminum or vinyl exterior siding is permitted. Roof surfaces will slope a minimum of 6:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles unless specific written approval of the Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials will be earth tones and grays while allowing accents of white, beige, rust, black or green. Care should be given that each Residence complements those around it, and does not detract in design, quality, or appearance. All exterior materials and colors must be approved in writing by the Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Neighborhood will be made by the Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions will be positioned on the back slope of the roof and will be coated or painted with tones that complement surrounding structures.

10.12 Architectural Style and Compatibility of Improvements – 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305.

This Section 10.12 will apply to Residences constructed on Lots 101, 102, 103, 104, 145, 146, 147, 148, 149, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304 and 305 only. The exterior of all Residences must be constructed of brick, stucco, hardboard siding, and/or stone. Log homes and log veneer siding are prohibited. For each Residence, at least 75% of the total surface area of the front façade and side façades combined will consist of brick or stone or some combination thereof. Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of 6 inches will be required on the fascia. No aluminum or vinyl exterior siding is permitted. Roof surfaces will slope a minimum of 6:12 pitch and will be 30-year asphalt architectural shingles, tile or slate shingles unless specific written

approval of the Architectural Review Committee is received for the use of other roofing materials. Flat roofs, A-frame, geodesic dome and other irregular roof forms are prohibited. Colors of exterior materials will be earth tones and grays while allowing accents of white, beige, rust, black or green. Care should be given that each Residence complements those around it, and does not detract in design, quality, or appearance. All exterior materials and colors must be approved in writing by the Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Neighborhood will be made by the Architectural Review Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions will be positioned on the back slope of the roof and will be coated or painted with tones that complement surrounding structures.

10.13 Architectural Style and Compatibility of Improvements - "The Hollows".

Residences in The Hollows Neighborhood will comply at a minimum with the standards set forth in Section 10.11. However, the Architectural Guidelines may provide for stricter standards to apply to improvements in The Hollows.

10.14 Architectural Guidelines.

The following architectural guidelines will apply to all Residences, especially Residences on Lots that have been deemed sensitive or highly visible from major roads and/or other properties. Any side of a Residence that faces a street will be required to have a minimum of two soffit lights. All Residences will be required to incorporate a minimum of two of the following structural elements and two of the following architectural elements into the design of the rear elevation of the Residence:

Structural Elements

- a. Hip Roof
- b. Roof dormers on rear of the roof
- c. Addition of bay window or other popped out element
- d. Offset second floor
- e. First floor roof break
- f. Second floor deck element

Architectural Elements

- a. Soffit lighting
- b. Stucco trim detail around all windows and doors
- c. Window pane detail, i.e. added grid pattern to the window glass
- d. Shutters installed on all second floor windows
- e. Material or color break between the first and second floors. Material breaks could include stucco trim details, brick and/or stone details, or other options approved by the Committee.

10.15 Landscaping.

(a) Homeowners are encouraged to use low water usage landscape plant material. Landscaping designs should be reflective of the Morgan County Region.

(b) Each Lot Owner will submit a Landscape Planting Plan and a Landscape Irrigation Plan to the Architectural Review Committee at a scale no greater than 1" = 20'-0".

(c) Planting plans will indicate all proposed plant material, including, but not limited to, trees, shrubs, groundcovers, and turf material. Proposed planting plans will include botanical names and common names of the proposed plant material, and the size of proposed plant material at time of planting.

(d) Secondary irrigation water may be provided to each Lot in an amount based on the square footage, topography and location of the Lot. The amount of irrigation water provided to each Lot will be based upon a normal water year and regional availability and is not guaranteed. The irrigation water company providing the secondary water will have the right to restrict, reduce, regulate or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, the irrigation company may specify the days, times and amounts of water to be used by the Lot Owner(s). Water conservation and natural vegetation will be encouraged.

(e) Irrigation Plans will show and label all necessary equipment for irrigation of all plant material. Irrigation system will be zoned to water plant material with similar water requirements. Irrigation plans will incorporate water saving design principles. Irrigation of non-landscaped areas (sidewalks, driveways, etc.) is not permitted.

(f) If a certificate of occupancy is issued between September 1 and March 31, all landscaping must be completed no later than the following July 1. If the certificate of occupancy is issued between April 1 and August 31, all landscaping must be completed within 60 days of issuance of the certificate of occupancy. In the event the Owner has not installed the landscaping as required by this Section within the specified timeframes, the Deposit described in Section 9.8 will be forfeited by the Owner to the Association and the Association may, in addition to any other remedies the Association may have, fine the Owner until the required landscaping has been installed.

(g) Street trees will be planted in the locations indicated on the Street Tree Masterplan attached as Exhibit B to this Declaration. The species of tree will be identified at landscape plan review stage. If a street tree dies, it will be replaced in that same season with a minimum 2-inch-caliper tree of the same species.

(h) At least four trees must be planted in the front yard – two deciduous, minimum 2-inch caliper, and two evergreen, 5 to 6 feet in height.

(i) At least two trees will be planted in the rear yard – minimum 1.5-inch caliper.

(j) Only species of plants and trees listed on the Rollins Ranch plant and tree list will be allowed in the Development. This list will be kept on file at the office of the Association, and may be revised from time to time by the Committee as experience warrants.

10.16 Parkstrip.

Parkstrips, defined as the area between curb and sidewalk, will be irrigated and maintained with grass and trees, if applicable.

10.17 Natural Contours, Grading and Drainage.

The natural contours of a Lot may not be modified in excess of 4 vertical feet without approval from the Architectural Review Committee. In any location where cuts exceed a 3:1 slope, Lot Owners must do at least one of the following to stabilize the slope until the disturbed area is properly re-vegetated: (a) use silt fencing; (b) use an erosion blanket; or (c) as approved by the Architectural Review Committee, construct a decorative wall or use natural rock. All disturbed areas must be covered with natural soil and planted with grasses or other appropriate plant material. Owners must ensure that cuts and fills do not endanger any adjacent Lots or Common Areas. Each Lot Owner will minimize surface water runoff flowing from his own Lot. Each Owner will be responsible for grading his Lot to required specifications and will not hold Declarant or the Association responsible for any damage caused by drainage on or off his Lot. All grading associated with construction of a Residence will be completed prior to occupancy.

10.18 Fences, Walls, Hedges and Screens.

No fences, walls, hedges, or non-living screens will be constructed on any Lot without approval from the Architectural Review Committee. All fencing will be 6-foot iron picket fencing (see Exhibit C, Page 1). Any lot owner wishing to enclose fencing to keep small pets enclosed may use 2" x 4" wire mesh (see Exhibit C, Page 2). Each lot may have one 4-foot-wide (maximum) pedestrian gate that provides access to dedicated open space areas. Gates will match iron picket fence in style and color as shown on Exhibit C. These pedestrian gates are only allowed in iron picket fence sections. Fences may not be constructed on slopes of 15% or greater. No side-yard or backyard fences may be constructed adjacent to a Common Area fence without approval from the Architectural Review Committee, which Committee may approve such fencing so long as the fence matches the common area fence in height at least 10 feet before the two fences meet. Any Lot Owner wishing to enclose wood rail fencing with wire mesh must coordinate with the Association, which will install standard wire mesh fencing for a fee. No fences, hedges, shrubs or other living landscaping or screens of any kind will be erected so as to pose a hazard to vehicular or pedestrian traffic, particularly near a driveway entrance. Any solid hedge within 20 feet of a front Lot line will be trimmed to a maximum height of 3 feet. Backyard fences will not exceed 6 feet in height. Side yard fences will not extend toward the front of the Lot beyond the front yard setback. Retaining walls exceeding 4 feet in height must be designed and certified as structurally sound by a civil or structural engineer. All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property. Limited private fencing composed of stone, brick, wood or Trex may be installed upon approval by the Architectural Review Committee to enclose such structures as pools, hot tubs, patios, etc. All fencing will be set back a minimum of 10 feet from property lines.

The Architectural Review Committee may establish a 6-foot, 80% screen picket fence to be used in selected areas throughout the development. Style and color shall match iron picket fencing in exhibit C. The 80% screen picket fence may not be installed adjacent to any common open areas. When installed on a side yard property line the fence will not extend beyond the rear adjacent corner of the residential home.

10.19 Maintenance Responsibility.

All Lots and the Improvements thereon will be maintained in a clean, sanitary, attractive and marketable condition and in good repair at all times and in such fashion as not to create a hazard or nuisance. Such maintenance will include, without limitation, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, glass surfaces, walks, landscaping and other exterior Improvements. Each Owner will keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed and properly cultivated and will keep his Lot free of trash, weeds and other unsightly material. Each Owner will be responsible for maintaining utility lines within his Lot. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes will be restored within a reasonable period of time. The Association reserves the right to post "No Dumping" signs on vacant Lots. The Association will notify a Lot Owner if Lot maintenance is required. If the Lot Owner has not remedied the problem within 14 days of notification, the Association may perform said maintenance and may fine or assess the Lot Owner for all associated costs.

10.20 Tree Removal.

No Owner or contractor or agent of any Owner or contractor will remove any of the existing trees from a Lot, except those trees which the Architectural Review Committee has allowed to be removed in connection with the approval of an Owner's proposed Improvements. In the event that an Owner or contractor or agent of any Owner or contractor will remove any tree from a Lot without first obtaining the written consent of the Architectural Review Committee, the Association will be entitled to require the Owner to replace any and all trees removed with the same species, age, and height of tree or trees as the tree or trees removed, which remedy will be in addition to all other rights and remedies of the Association as set forth in this Declaration.

10.21 Nuisances.

No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the

construction of any Residence or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any street.

(c) **Lights.** Any outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed. All outdoor lighting must be approved by the Architectural Review Committee and will comply with the night sky lighting requirements of the County Land Use Management Code.

(d) **Sounds.** No continuously barking dogs, loud speakers or other noise-making devices may be used, maintained or permitted to continue on any Lot in a way that annoys or disturbs other Owners or residents in the Development or creates noise that might reasonably be expected to annoy or disturb other Owners or residents in the Development, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Pests.** No Owner will permit any thing or condition to exist upon any portion of the Development which will induce, breed or harbor infectious plant diseases or noxious insects or vermin.

(f) **Hazardous Activity Forbidden.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

10.22 Animals.

No wild or dangerous animals, horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, will be allowed on the Property. Dogs and cats or other household pets belonging to Owners or their Affiliates within the Property must be kept within an enclosure. The enclosure must be maintained such that the animal cannot escape therefrom. Chain-link fencing may not be used to confine animals unless it is completely concealed from view during all seasons of the year. Invisible fencing may be used where appropriate. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Without exception, all dogs will be restrained on a leash when off the Owner's Lot. Animal owners are responsible to immediately pick up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal kept at or around a Residence be allowed to create a nuisance for neighboring Lot Owners due to noise, odors or otherwise. Any other term or condition hereof to the contrary notwithstanding, an Owner may not keep or maintain more than two dogs and two cats older than six months, on a Lot at any time.

10.23 Motor Vehicles.

No motor vehicles, including, without limitation, automobiles, motorcycles, ATVs and other recreational vehicles, may be operated in the Development except on streets and driveways, and only to the extent permitted by law.

10.24 Signs.

No signs will be permitted on any Lot or within the Development, except for traffic-control signs placed by the County or temporary signs warning of an immediate danger. For-sale signs may be placed on Lots, provided no such sign may exceed 16 square feet. Declarant may erect signs within the Development for purposes of marketing the Development, including announcing the availability of Lots or providing sales information.

10.25 Underground Utilities.

All gas, electrical, telephone, television, and any other utility lines in the Development must be underground, including lines within any Lot which service installations entirely within that Lot.

10.26 Service Facilities.

Clothes lines, service yards and storage yards are prohibited. Exterior mechanical equipment must be screened so as not to be visible from adjoining Lots.

10.27 Sewer Connection Required.

All Lots are served by sanitary sewer service, and no cesspools, septic tanks or other types of waste disposal systems are permitted on any Lot. All Residences must be connected to the sanitary sewer system.

10.28 Fuel Storage.

No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Residences will be heated with natural gas, solar or electric heat. Propane or other such containerized fuels may be used only during construction of a Residence until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues will be permitted.

10.29 Antennas.

Antennas must be enclosed within a structure and not roof-mounted, except that no more than two satellite dishes, each measuring less than 24 inches in diameter, will be permitted. No ham radio receiver or transmitter antenna or other similar device will be attached to or installed on the exterior portion of any Residence, outbuilding, or Improvement or placed on any Lot within the Development without the approval of the Architectural Review Committee.

10.30 Mailboxes; Paper Box.

(a) Lots 113 through 117, 125 through 131, and 326 through 343 will have cluster mailboxes provided by the County Postmaster.

(b) With respect to all other Lots: individual mailboxes will be located as shown on Exhibit D. Each Lot will have a permanent stone or brick mailbox structure that harmonizes with the style of the Residence. Mailboxes should be of sufficient size to accommodate large parcels and several days' mail. Optional newspaper holders may be included within the mailbox structure. All mailboxes must be approved by the Architectural Review Committee. Preapproved mailboxes may be established in the Architectural Guidelines.

10.31 Fireplaces.

In order to reduce air pollution generated by fireplace emissions, all wood stoves and fireplace inserts used on the Property must be EPA-certified. Gas stoves, pellet stoves and decorative gas logs are permitted without restriction.

10.32 Parking.

Except as may otherwise be provided in the Rules and Regulations of the Association, overnight parking of boats, trailers, off-road motorcycles, trucks, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and parking of any other vehicles in excess of three-quarter ton in weight is prohibited on the Property, excepting only within areas designated for such purposes by the Board or within the confines of an enclosed garage.

10.33 Vehicles in Disrepair.

No Owner will permit any vehicle which is either inoperable, in an extreme state of disrepair, or not currently licensed for use on the public roadways to be abandoned or to remain parked on the Common Areas or on any street within the Development for a period in excess of 48 hours. A vehicle will be deemed in an "extreme state of disrepair" when the Board reasonably determines that, by reason of its poor exterior condition, its presence degrades the visual environment of the Development. Should any Owner fail to remove such vehicle within five days following the date on which notice is provided to him by the Association, the Association may have the vehicle removed from the Property at the Owner's expense.

10.34 Rubbish and Trash.

Dumping of trash or rubbish onto Common Areas or Lots is prohibited. Yard rakings, dirt and other material resulting from landscaping work will not be dumped onto streets or Common Areas. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any streets or Common Area or Lots where deposited by him within ten days following the date on which notice is provided to him by the Board, the Association may have such materials removed at the Owner's expense. Without limiting the generality of the foregoing, the Owners will not allow any builder, contractor, or subcontractor to wash any cement truck or cement mixer or to dump or deposit any asphalt, concrete or other construction materials or debris which are not part of the Improvements to a Lot upon any part of the Property. An Owner

will be directly responsible for any violation of this Declaration or damage to any of the Property caused by the Owner's builder(s), contractor(s), or subcontractor(s). The Deposit referred to in Section 9.8 hereof may be retained by the Architectural Review Committee for any such violation or damage. Nothing contained herein will limit the amount of damages for which an Owner may be liable. The foregoing to the contrary notwithstanding, an Owner or the Owner's contractor may, during the period of construction as specified herein, place and maintain upon a Lot no more than one dumpster and one portable toilet facility.

10.35 Completion of Construction.

The construction of any structure on any Lot, including painting and all exterior finish, will be completed within 12 months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Architectural Review Committee. The construction area will be kept reasonably clean, free of litter and in workmanlike order during the construction period. If construction has not commenced upon any Lot within 12 months after acquisition by the Owner, the Owner will install the sidewalk, landscape, irrigate and maintain the Lot fully. The Architectural Review Committee may waive this requirement if it determines that construction will commence within a reasonable time. In any case, all unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon will be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

10.36 Fire Protection.

All stacks and chimneys from fire places in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by County ordinance.

10.37 Deviations.

Deviations from the standards and restrictions set forth in Sections 10.1 through 10.36 may be allowed only with the approval of the Architectural Review Committee or, where specified, the Board, for good cause shown.

10.38 Compliance with the Law.

All activities on the Lots and use of the Lots will comply with applicable federal, state and local laws, statutes, ordinances and regulations.

Section 11 ENFORCEMENT

11.1 General.

The Board will notify any Member of any violation of the Governing Documents for which the Member is responsible, including violations caused by a Tenant or Guest of the Member, and will specify any necessary remedial action. If the Member (1) has not begun and

diligently pursued the remedial action within 10 days of notification; (2) the Member and the Association cannot agree to a mutually acceptable solution consistent with the Governing Documents; and (3) the Association has given the Member reasonable opportunity to be heard; then the Association may do any or all of the following:

(a) subject to the additional requirements of Section 11.2, impose reasonable fines as an Individual Assessment upon the Member;

(b) subject to the additional requirements of Section 11.2, retain the Deposit of an Applicant who violates Section 9.

(c) suspend the Member's voting rights and right to use the Common Areas for the period that the violation remains uncured;

(d) where applicable, enter the offending Member's Lot and remove the cause of the violation, or alter, repair, or change the item which is in violation of the Governing Documents in such a manner as to make it conform thereto, in which case the Association may assess the cost of the remedy as an Individual Assessment against the Member and the Member's Lot;

(e) bring suit or action against the Member to enforce the Governing Documents;

(f) pursue any other remedy available at law or in equity.

Nothing in this Section will authorize the Association to deprive any Member of access to and from its Lot.

11.2 Fines.

The Board may assess a fine against a Member only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Governing Documents. A fine must be in the amount specifically provided for in the Governing Documents for the specific type of violation, or in an amount commensurate with the nature of the violation. The Board will prepare and publish from time to time a fine schedule listing the various offenses and the corresponding fine amounts. Any Member assessed a fine may request an informal hearing before the Board to protest or dispute the fine within 14 days from the date the fine is assessed ("**Hearing**"). The Hearing will be conducted in accordance with the standards set forth in the Bylaws. No interest or late fees may accrue on a fine until after the Hearing has been conducted and a final decision has been rendered, unless the fined Member fails to request a Hearing within the 14-day time period.

11.3 Enforcement of Assessment Lien.

The Association will have a lien against each Lot for any Assessment levied against the Lot and the Owner thereof under the Governing Documents from the date on which the Assessment is due. If a Member fails to pay an Assessment levied under the Governing Documents within 30 days of its due date, the Association may foreclose on the lien and may,

through its duly authorized agents, bid on the Lot at such foreclosure sale and may acquire, hold, lease, mortgage, or convey the Lot. The Association may bring an action to recover a money judgment for unpaid Assessments without foreclosing or waiving the lien described in this Section. Recovery on any such action, however, will operate to satisfy the lien, or the portion thereof, for which recovery is made.

11.4 Interest, Expenses, and Attorneys' Fees.

Any Assessment or other amount not paid to the Association when due in accordance with this Declaration will bear interest from the due date (unless the Assessment is a fine and a Hearing is timely requested, in which case no interest or late fees may accrue until after the Hearing has been conducted and a final decision has been rendered) until paid at a rate of 18% per annum, or such other rate as may be established from time to time by the Board, but not to exceed the lawful rate of interest under Utah law. A late charge may be levied for each delinquent Assessment in an amount established from time to time by the Board, as long as the late charge does not exceed 10% of the Assessment. If the Association files a notice of lien, the lien amount will also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee will be established from time to time by the Board. If the Association prevails in any procedure to enforce the Governing Documents, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

11.5 Remedies Cumulative.

An election by the Association to pursue any remedy provided for in this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but will be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Association to enforce the Governing Documents will not be deemed a waiver of the right to do so thereafter. Any aggrieved Member may bring an action against another Member or the Association to recover damages or to enjoin, abate, or remedy any violation of the Governing Documents by appropriate legal proceedings.

Section 12 MORTGAGEE PROTECTIONS

12.1 Notification of Eligible Mortgagees.

Each Eligible Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot subject to a Mortgage held by the Eligible Mortgagee.

(b) Any delinquency in the payment of Assessments owed by a Lot subject to a Mortgage held by the Eligible Mortgagee, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or its Tenants which is not cured within 60 days; and

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

12.2 Reimbursement of Mortgagees.

Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a lien against any Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Areas. Mortgagees making such payments will be promptly reimbursed by the Association upon written request.

Section 13 ADDITION OR WITHDRAWAL OF PROPERTY

13.1 Annexation of Additional Land.

Declarant may from time to time and in its sole discretion annex to the Development as Additional Land any real property now owned or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to the Development. The annexation of such real property will be accomplished as follows:

(a) The owner or owners of such real property will record a **"Supplemental Declaration"** which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish land classifications for the Additional Land, establish any additional limitations, uses, restrictions, covenants, and conditions applicable to such property, and declare that such property is held and will be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration.

(b) Concurrently with the supplemental declaration, the owner or owners of such real property will record a **"Supplemental Plat"**, which will be executed by or bear the approval of Declarant and will, among other things, depict the real property to be annexed and establish land classifications for the Additional Land.

(c) The property included in any such annexation will thereby become a part of the Development and subject to this Declaration, and Declarant and the Association will have and will accept and exercise administration of this Declaration with respect to such property.

(d) There is no limitation on the number of Lots or the amount of Common Area which Declarant may create or annex to the Development, except as may be established by County ordinance.

(e) Upon annexation, additional Lots so annexed will be entitled to voting rights as set forth in Section 3.3.

(f) The manner of reallocating the Common Expenses if additional Lots are annexed is set forth in Section 8.9.

13.2 Withdrawal of Property.

Declarant may withdraw property from the Development only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any Additional Land at any time before the sale of the first Lot in such Additional Land. Such withdrawal will be effected by a declaration executed by Declarant and recorded in the official records of the County. If a portion of the Development is withdrawn, all voting rights otherwise allocated to Lots being withdrawn will be eliminated, and the Common Expenses will be reallocated as provided in Section 8.9.

Section 14 AMENDMENT AND REPEAL

This Declaration may only be amended or repealed with the approval of at least 67% of the Members. However, (a) no amendment under this Section may create, limit, or diminish special Declarant rights without Declarant's written consent, and (b) no amendment under this Section may change the boundaries of any Lot without the consent of the Board and all Owners of the affected Lots.

Section 15 MISCELLANEOUS PROVISIONS

15.1 Joint Owners.

Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

15.2 Tenants/Guests.

Tenants and Guests using the Development under rights derived from an Owner will comply with all applicable provisions of the Governing Documents. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner himself.

15.3 Construction; Severability; Number; Captions; Exhibits.

This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Background paragraphs. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit this Declaration. The Background paragraphs and all exhibits attached to this Declaration are incorporated into this Declaration by reference.

15.4 Approvals, Notices, and Other Writings.

(a) Within 15 days after taking title to a Lot, the Owner of the Lot will provide the Association with the Owner's current mailing address (if other than the address at the Lot), phone number, and email address, and will provide the Association with a copy of the deed by which the Owner acquired title to the Lot. An Owner will notify the Association of any change in such Owner's contact information within 15 days after the change.

(b) All approvals, notices, and other writings required or permitted to be given under this Declaration must be delivered in person, by certified first-class United States mail, return receipt requested, or by Federal Express, UPS, or other nationally recognized private commercial carrier, postage prepaid. Delivery of such approval, notice, or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized private commercial carrier, addressed to an Owner at the address provided under Section 15.4(a), or addressed to Declarant, the Association, or the Architectural Review Committee, at the following address (or at such other address as may be designated in writing from time to time):

Rollins Ranch, LLC
c/o RC Gardner Development
90 S 400 W, Ste 330
Salt Lake City, UT 84101

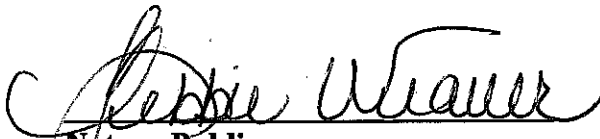
Declarant has executed this Declaration to be effective as of the date first set forth above.

Rollins Ranch, LLC,
a Utah limited liability company

By: 
Name: Rulon C. Gardner
Title: Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me on ^{May 5th}~~April 5~~, 2010, by Rulon C. Gardner, a manager of Rollins Ranch, LLC.


Notary Public

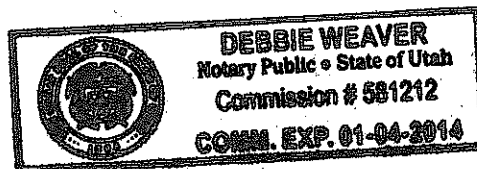


Exhibit A

Legal Description of the Land

Lots 101 through 131 and 139 through 149, Rollins Ranch Phase 1, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 132 through 138, Rollins Ranch Phase 1 Amended Lots 132-138, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 201 through 213, Rollins Ranch Phase 2, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

Lots 301 through 355, Rollins Ranch Phase 3, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

[For Reference Only: Affects Morgan County Tax Serial/Parcel Nos. listed beginning on following page:]

Serial Number	Parcel Number
03-ROLLR1-101	00-0074-4330
03-ROLLR1-102	00-0074-4331
03-ROLLR1-103	00-0074-4332
03-ROLLR1-104	00-0074-4333
03-ROLLR1-105	00-0074-4334
03-ROLLR1-106	00-0074-4335
03-ROLLR1-107	00-0074-4336
03-ROLLR1-108	00-0074-4337
03-ROLLR1-109	00-0074-4338
03-ROLLR1-110	00-0074-4339
03-ROLLR1-111	00-0074-4340
03-ROLLR1-112	00-0074-4341
03-ROLLR1-113	00-0074-4342
03-ROLLR1-114	00-0074-4343
03-ROLLR1-115	00-0074-4344
03-ROLLR1-116	00-0074-4345
03-ROLLR1-117	00-0074-4346
03-ROLLR1-118	00-0074-4347
03-ROLLR1-119	00-0074-4348
03-ROLLR1-120	00-0074-4349
03-ROLLR1-121	00-0074-4350
03-ROLLR1-122	00-0074-4351
03-ROLLR1-123	00-0074-4352
03-ROLLR1-124	00-0074-4353
03-ROLLR1-125	00-0074-4354
03-ROLLR1-126	00-0074-4355
03-ROLLR1-127	00-0074-4356
03-ROLLR1-128	00-0074-4357
03-ROLLR1-129	00-0074-4358
03-ROLLR1-130	00-0074-4359
03-ROLLR1-131	00-0074-4360
03-ROLLR1-132	00-0074-4361
03-ROLLR1-133	00-0074-4362
03-ROLLR1-134	00-0074-4363
03-ROLLR1-135	00-0074-4364
03-ROLLR1-136	00-0074-4365
03-ROLLR1-137	00-0074-4366
03-ROLLR1-138	00-0074-4367
03-ROLLR1-139	00-0074-4368

Serial Number	Parcel Number
03-ROLLR1-140	00-0074-4369
03-ROLLR1-141	00-0074-4370
03-ROLLR1-142	00-0074-4371
03-ROLLR1-143	00-0074-4372
03-ROLLR1-144	00-0074-4373
03-ROLLR1-145	00-0074-4374
03-ROLLR1-146	00-0074-4375
03-ROLLR1-147	00-0074-4376
03-ROLLR1-148	00-0074-4377
03-ROLLR1-149	00-0074-4378
03-ROLLR2-201	00-0074-4412
03-ROLLR2-202	00-0074-4413
03-ROLLR2-203	00-0074-4414
03-ROLLR2-204	00-0074-4415
03-ROLLR2-205	00-0074-4416
03-ROLLR2-206	00-0074-4417
03-ROLLR2-207	00-0074-4418
03-ROLLR2-208	00-0074-4419
03-ROLLR2-209	00-0074-4420
03-ROLLR2-210	00-0074-4421
03-ROLLR2-211	00-0074-4422
03-ROLLR2-212	00-0074-4423
03-ROLLR2-213	00-0074-4424
03-ROLLR3-301	00-0074-4581
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03-ROLLR3-303	00-0074-4583
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03-ROLLR3-309	00-0074-4589
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03-ROLLR3-312	00-0074-4592
03-ROLLR3-313	00-0074-4593
03-ROLLR3-314	00-0074-4594
03-ROLLR3-315	00-0074-4595
03-ROLLR3-316	00-0074-4596
03-ROLLR3-317	00-0074-4597

Serial Number	Parcel Number
03-ROLLR3-318	00-0074-4598
03-ROLLR3-319	00-0074-4599
03-ROLLR3-320	00-0074-4600
03-ROLLR3-321	00-0074-4601
03-ROLLR3-322	00-0074-4602
03-ROLLR3-323	00-0074-4603
03-ROLLR3-324	00-0074-4604
03-ROLLR3-325	00-0074-4605
03-ROLLR3-326	00-0074-4606
03-ROLLR3-327	00-0074-4607
03-ROLLR3-328	00-0074-4608
03-ROLLR3-329	00-0074-4609
03-ROLLR3-330	00-0074-4610
03-ROLLR3-331	00-0074-4611
03-ROLLR3-332	00-0074-4612
03-ROLLR3-333	00-0074-4613
03-ROLLR3-334	00-0074-4614
03-ROLLR3-335	00-0074-4615
03-ROLLR3-336	00-0074-4616
03-ROLLR3-337	00-0074-4617
03-ROLLR3-338	00-0074-4618
03-ROLLR3-339	00-0074-4619
03-ROLLR3-340	00-0074-4620
03-ROLLR3-341	00-0074-4621
03-ROLLR3-342	00-0074-4622
03-ROLLR3-343	00-0074-4623
03-ROLLR3-344	00-0074-4624
03-ROLLR3-345	00-0074-4625
03-ROLLR3-346	00-0074-4626
03-ROLLR3-347	00-0074-4627
03-ROLLR3-348	00-0074-4628
03-ROLLR3-349	00-0074-4629
03-ROLLR3-350	00-0074-4630
03-ROLLR3-351	00-0074-4631
03-ROLLR3-352	00-0074-4632
03-ROLLR3-353	00-0074-4633
03-ROLLR3-354	00-0074-4634
03-ROLLR3-355	00-0074-4635

Exhibit - B

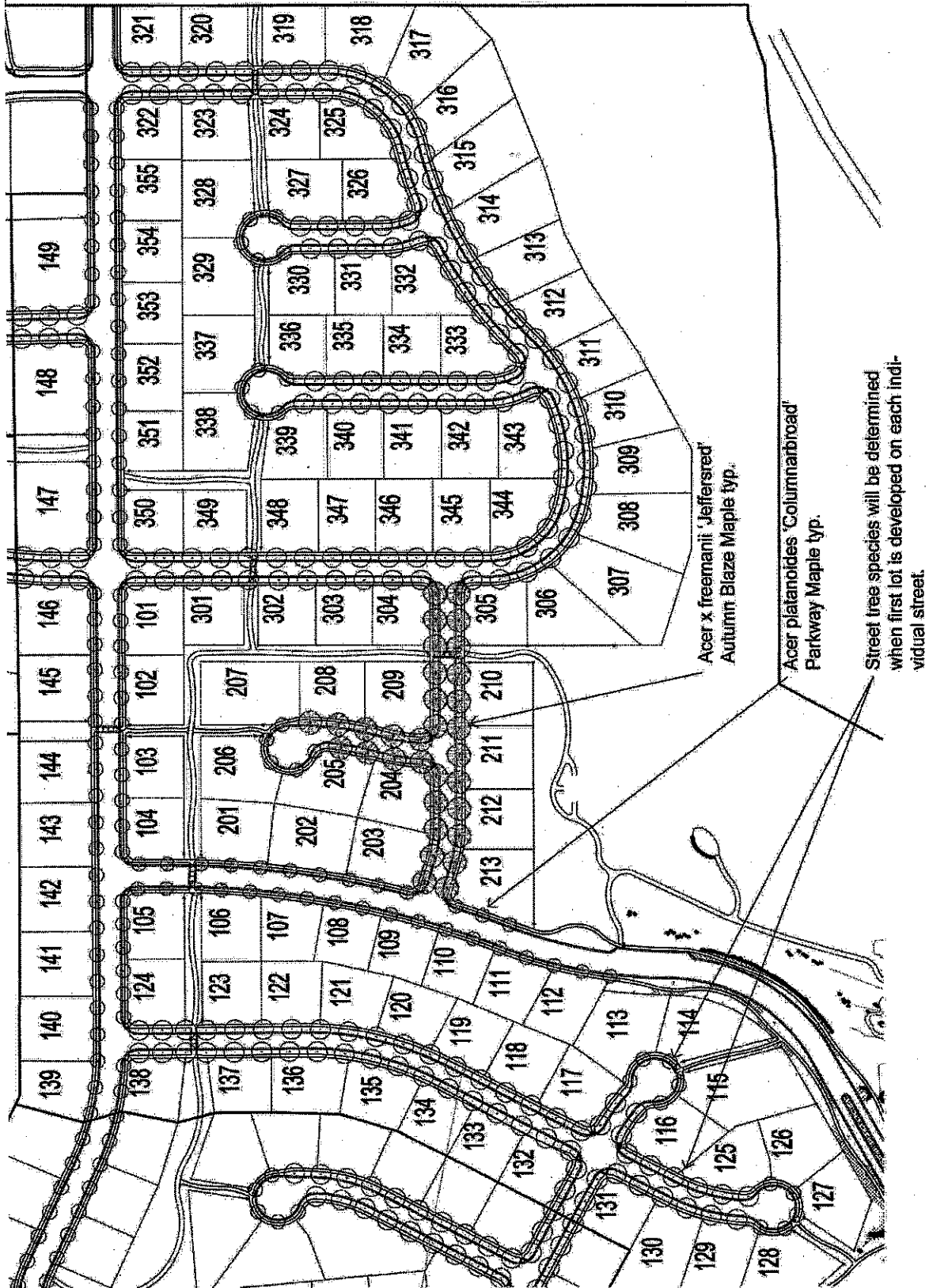


Exhibit - C

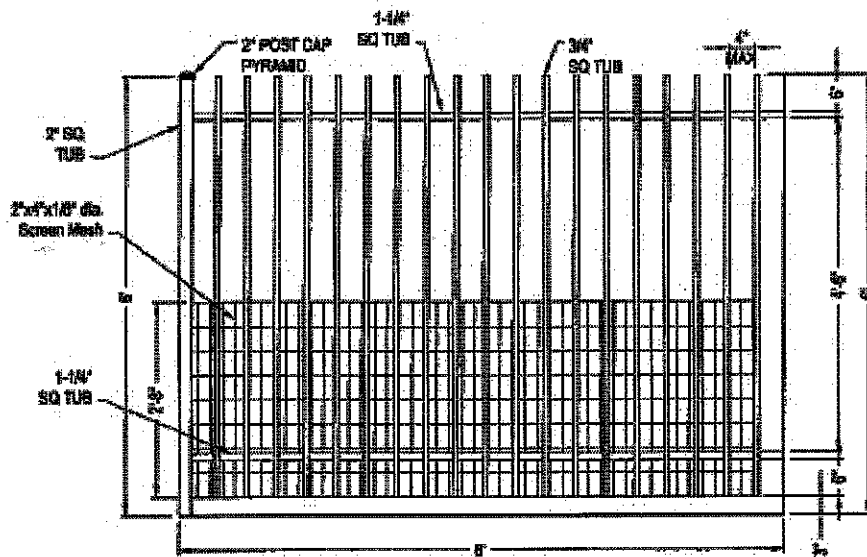


EXHIBIT - A
Page 2

NOTES:

1. Powder Coat Color for mesh screen - Speckled Bronze.
2. A 2"x4"x1/8" dia. mesh screen may be installed on the home owners side of the fence to prevent small household pets from getting loose.
3. The height of the mesh screen is restricted as indicated.
4. The Developer/HOA will install mesh screen. The homeowner will pay for material and installation.



SN CUSTOM RAILING, INC.
2967 S. AMERICAN WAY
OGDEN, UTAH 84403XZ

6/14/07

Rollins Ranch Fence Detail with 2"x4" Mesh

MC

8' FENCE SECTION

GW

Scale: NONE W.O.

Exhibit - C

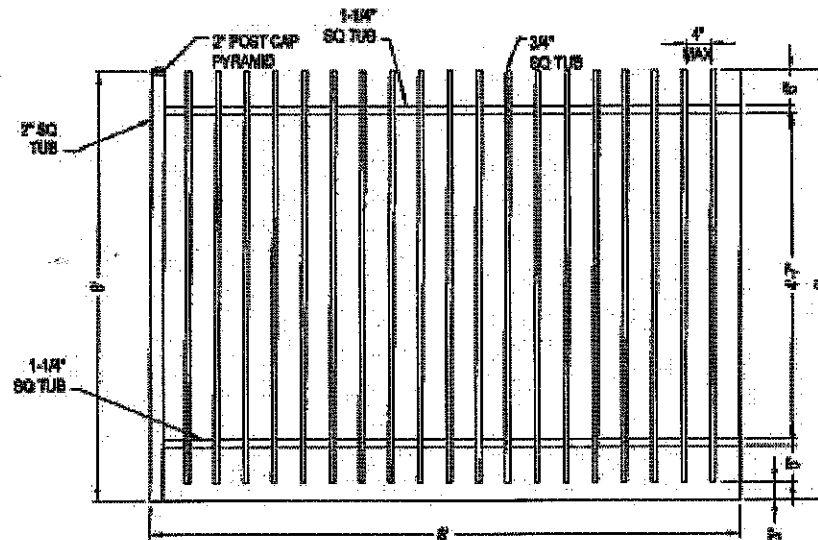


EXHIBIT - A
Page 1

NOTES:

1. Powder Coat Color - Speckled Bronze.
2. Fencing to be installed as per manufacturers specifications.
3. Homeowner may install 4' - 0" wide gate into common space area. Gate shall be constructed to fence in style and color.
4. All points where two or more property lines meet a 3" square post and cap shall be installed.



SN CUSTOM RAILING, INC.
2967 S. AMERICAN WAY
OGDEN, UTAH 84403XZ

8/14/07

Rollins Ranch Fence Detail

MC

8' FENCE SECTION

GW

Scale: NONE W.O.

Exhibit - D

