

WHEN RECORDED PLEASE MAIL TO:

Rollins Ranch, LLC  
201 South Main Street, Suite 2015  
Salt Lake City, Utah 84111

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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: ROLLINS RANCH LLC

## SUPPLEMENTAL DECLARATION

TO THE

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

This Supplemental Declaration to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (this “**Supplemental Declaration**”) is entered into this 23 day of October, 2017 by Rollins Ranch LLC, a Utah limited liability company (“**Declarant**”), and The Rollins Ranch at Mountain Green 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**”) and by that certain Third Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rollins Ranch (the “**Third Amendment**”). The Amended and Restated Declaration together with the Second Amendment and Third 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 13 of the Declaration provides that it may be amended by the Declarant from time to time in its sole discretion annex additional land into the declaration

## AGREEMENT

NOW THEREFORE, Declarant hereby amends the Declaration and declares that the Property will be held, sold and conveyed subject to the previously recorded Amended and Restated Declaration, Second and Third Amendments. The following supplemental 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.

**Each of the following amendments shall apply against lots 501 through 510 as recorded on the Rollins Ranch Phase 5 plat, as further described on Exhibit A.**

### **10.3 Permitted Structures**

Section 10.3 of the Declaration is hereby amended to include the following paragraph:

Outbuilding garages may be constructed on the lot. The exterior and roof materials must be the same materials used to construct the primary dwelling. The location of the outbuildings must not detract from the dwelling and must be behind the forward most plane of the primary dwelling. The viewing of the primary dwelling should always be the focus. The project Architectural review Committee will approve the height and size of each outbuilding based on its location and proportion to the primary dwelling.

Prefabricated buildings including mobile homes, stock modular buildings, log buildings or other structures requiring transportation and set up in a partially completed state are prohibited.

### **10.4 Minimum Square Footages – Garage Orientation for “The Hollows.”**

Section 10.4 of the Declaration is hereby deleted in its entirety and is hereby amended to state as follows.

No 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 2,000 square feet or greater. Garages shall be enclosed and large enough for at least three (3) cars. Owners are encouraged to utilize a side facing entrance.

### **10.13. Architectural Style and Compatibility of Improvements & Square Footage.**

Section 10.13 of the Declaration is hereby deleted in its entirety and is hereby amended to state as follows:

#### A. Exterior Materials

The exterior façade of all Residences shall be constructed of a combination of at least two (2) materials on each facade including: residential brick masonry, natural stone, cultural stone, "Hardi-board" or equivalent and stucco. Stucco may not more than Thirty percent (30%) of exterior wall materials and may only be used above a masonry or stone foundation. Other high quality materials not identified may be approved at the discretion of the Architectural Review Committee. Log veneer siding, aluminum siding, vinyl siding are prohibited.

#### B. Soffit

Aluminum soffits and fascia trim are allowed, provided, however, that a minimum width of eight (8) inches will be required on the fascia.

#### C. Roof

Roof surfaces shall slope a minimum of 4:12 pitch. Roof shall be finished with architectural grade asphalt shingles, simulated slate shingles or simulated wood shingles. Limited use of dark colored standing seam metal, weathered copper or other materials may be approved on a case by case basis by the Architectural Review Committee. Single plane A-frame, geodesic dome, clipped gable and other irregular roof forms are prohibited. All exposed metal flues, vents or other metallic rooftop protrusions shall be painted a dark color to match the roof material.

#### D. Colors

Colors of exterior materials shall be brown and grey earth tones and dark (subdued) shades of green, blue and red; while allowing accents of white, dark red, beige, rust, black. Care should be given that each Residence complements those around it, and not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Project Architectural Review Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Project shall be made by the Project Architectural Review Committee. Garages should match the main color scheme of the residence and shall not be an accent color. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof and painted to match the roof color.

**10.18 Fences, Walls, Hedges and Screens.**

Section 10.15 and 10.18 of the Declaration is hereby amended to include the following paragraph:

Only agricultural fences shall be permitted on lots 601 through 610 and on slopes greater than Fifteen percent (15%). If constructed, the agricultural fences should be simple wire mesh field or no climb fences that may not include any barbs, razors or electrical features. Agricultural fences may not exceed five feet (5') in height. Any solid or privacy fencing is not permitted on slopes greater than Fifteen percent (15%).


**5. Miscellaneous.** Except as modified by this Supplemental Declaration, the Declaration will remain in full force and effect. If there is any conflict between a provision of this Supplemental Declaration and a provision of the Declaration, the provision of this Supplemental 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: 

Name: Rulon C. Gardner  
Its: Manager

State of Utah            )  
                                  ) ss  
County of Salt         )  
Lake

The foregoing instrument was acknowledged before me on OCTOBER 23, 2017, by Rulon C. Gardner, the Manager of Rollins Ranch, LLC, a Utah limited liability company.





Notary Public

EXHIBIT A

Description of Property

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All of lots 501 through 510 and Parcel A & B, according to the official plat "Rollins Ranch Phase 5" on file and of record in the Morgan County Records office.