

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
SUN PEAK COTTAGE HOMES**

**INTRODUCTION.**

This Supplemental Declaration is made as of the date of its execution by Summit Ranch J.V., a California General partnership ("Declarant").

**A. PURPOSE OF COVENANTS**

It is the intention of Declarant expressed by its execution of this instrument, that the property known as Willow Draw Cottages located within the SunPeak Community consisting of single family residential Lots and more specifically described in Exhibit A attached hereto shown as Plats E & F and usually referred to as "Willow Draw Cottages at SunPeak," ("Willow Draw") shall be developed and maintained as a highly desirable residential area. To that end, Willow Draw is subject to all of the terms and conditions of that certain Master Declaration of Conditions and Restrictions for Sun Peak, Summit County, Utah executed by Declarant the 17th day of June 1992 and recorded as Instrument No. 360955 in Book 668 beginning at page 485 of the Official Records of Summit County, State of Utah ("Master Declaration") and shall be additionally subject to the terms and conditions of this Supplemental Declaration. Provisions of this Supplemental Declaration are in addition to, not in substitution of, the terms of the Master Declaration including, but not limited to the Design Guidelines attached thereto.

**B. DECLARATION BINDING.**

Declarant, as owner of all of Willow Draw hereby declares that the property described in Exhibit A hereto and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Supplemental Declaration in addition to the provisions of the Master Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of Willow Draw and every part thereof and for the benefit of each Owner thereof. All provisions hereof shall be covenants running with the land and/or equitable servitude and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in Willow Draw.

**C. DEFINITIONS**

All of the defined terms set forth in the Master Declaration shall have the same meaning when used in this Supplemental Declaration, unless otherwise specified. Particular attention is called to the fact that the Committee referred to in this Supplemental Declaration is the Design Review Committee created and functioning under Article III of the Master Declaration.

## **ARTICLE 1. SUPPLEMENTAL COVENANTS**

### **1.01. Setbacks:**

With respect to lots in Willow Draw setbacks shall be as recorded on the Recorded Plat for Willow Draw. In addition, no structural improvement of any kind shall be located closer than fifteen (15) feet from the rear boundary line of the lot. Whichever is more restrictive shall apply. The original construction of decks shall be allowed to encroach within the fifteen (15) foot setback and maintenance, repair and replacement of such decks in substantially the same form and manner shall be allowed.

### **1.02. Erosion Control:**

Each Owner in Willow Draw shall be responsible to insure that no erosion or water drainage shall take place from his Lot which may adversely affect neighboring properties and/or roads. An erosion control and drainage plan shall be provided to the Committee for review and approval prior to modification of existing landscaping.

### **1.03. Disturbance of Hillsides:**

Any disturbance of hillsides shall be as reviewed and approved by the Design Review Committee. The Committee shall not be required to approve any such disturbance that the Committee, in its sole discretion, determines is unwarranted. Grading plans, retaining walls, revegetation, etc., shall be approved by Summit County and the Committee.

### **1.04. Residence Floor Area:**

The residence structure which may be constructed on any Willow Draw Lot shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 1,400 square feet for a one (1) floor structure. Two-level structures shall have a minimum of 1,800 square feet. The Committee shall determine such measurements from plans submitted and any variation due to mitigating design considerations must be approved by the Committee.

### **1.05. Perimeter Fences:**

Perimeter fencing of Lots shall not be permitted within Willow Draw except for such perimeter fencing as Declarant or the Association may install along subdivision boundaries. Perimeter fencing is defined to mean fences along or near Lot lines, or fencing not connected with a building or structure. Interior fencing, screens, or walls which are associated or connected with a building are permitted if they are of such design materials, locations and heights, as may be approved by the Design Review Committee and conform to the Design Guidelines.

**1.06. Roof Restrictions:**

Roof slopes for any buildings constructed in Willow Draw shall be from 4/12 to 9/12 pitch and shall be in as simple a form as practicable. Only the following roof materials will be allowed: 40 Year Architectural Grade Composite Shingle Roof, fire resistant concrete or slate tiles.

**1.07. Windows:**

Window frames must be either wood, aluminum, vinyl, vinyl clad wood, or aluminum clad wood. All windows must be at least double glazed. No mirrored or reflective glass may be used.

**1.08. Antennas, Satellite Dishes, and Solar Panels:**

All antennas must be enclosed within the residence. Any satellite dishes must be located and screened in a manner approved in advance by the Committee. The Committee reserves the right to deny satellite dishes, in its sole discretion, if such cannot be located and screened in a manner acceptable to the Committee. Solar panels will not be permitted.

**1.09. No Used or Temporary Structures:**

No previously erected or used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot.

**1.10. Balconies and Decks:**

The area under any deck must either be landscaped or screened from view by siding stained to match the house. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under is enclosed with, at a minimum, siding stained to match the house.

**1.11. Landscaping.**

Proper landscaping is critical to the retention of value throughout the SunPeak Community. Therefore, a complete landscaping and irrigation plan (showing landscaping layout and proposed plantings) shall be submitted to the Committee for each Lot. All areas of the Lot damaged by construction or by any other natural or man-made event must be revegetated. Retention or incorporation of natural vegetation is encouraged. Landscaping must be maintained in a healthy and well-preserved condition at all times, weather permitting.

A. Landscaping Modification. Any modification of the landscaping which would alter the drainage of the Lot or incorporate substantial changes from the original landscaping plan which was approved by the Committee must be submitted for approval by the Committee prior to installation.

**1.12. Entry Gates:**

Individual entry gates to Lots will not be allowed.

**1.13. Maximum House Size:**

Each home shall have not more than 4,000 square feet including basements and not including a 700 square foot allowance for the garage.

**1.14. Kennels and Dog Runs:**

No kennel or dog run may be placed in the rear yards and no closer than twenty feet (20') to any residence other than that of the Owner of the kennel, and must be completely screened from the view of all adjoining Lots.

**1.15. No Re-subdivision:**

No Lot may be re-subdivided.

**1.16. Combination of Lots:**

No Owner may combine two (2) or more adjoining Lots within Willow Draw.

**1.17. Number of Dwellings:**

Only one (1) dwelling may be constructed on any Lot. Each dwelling shall have an attached garage. No other storage building, outbuilding or habitable structure may be permitted on any Lot.

**1.19. Transient Lodging Uses:**

All lots are to be used for residential housing purposes only, and, except as provided in tis Section 1.19, shall not be used in whole, or in part, for transient lodging purposes. Transient lodging shall include but not be limited to a boarding house, a "bed and breakfast", or any other related uses. Owners may however, rent or lease their residence, so long as the individual rental term for any such rentals is not less than one (1) month and the lessee acknowledges both the Master Declaration, Design Guidelines and this Supplemental Declaration and agrees to be bound thereby. No lot shall be subject to time interval ownership.

No nightly rentals shall be allowed at any time. Each home in Willow Draw shall be deed-restricted so as not to allow rentals less than thirty (30) days in duration.

**ARTICLE 2. ADDITIONAL PROVISIONS**

**2.01. Effect:**

The foregoing restrictions and requirements shall apply throughout Willow Draw and are in addition to all of the restrictions, conditions, obligations, processes and other requirements of the Master Declaration. Compliance with these provisions as well as the Master Declaration shall be reviewed and enforced by the Committee.

**2.02. Board of Trustees:**

The Committee may be requested by the Board of Trustees from time to time to supplement the Design Guidelines for Sun Peak from time to time and any such supplement shall apply to Improvements to be approved and constructed following the adoption of any supplement(s) or lots later subdivided. The Board of Trustees shall record this Notice with the Summit County recorder at the commencement of construction of the dwelling on the combined Lots.

**2.03. Assessments, Membership, Voting Rights:**

It is herewith acknowledged that the original plan for the SunPeak Community incorporated multi-family units in the parcels now the subject of this Supplemental Declaration and that single-family detached homes are being constructed on the property where originally multi-family units were planned. The voting rights for each Lot shall be one and one-half vote.

IN WITNESS WHEREOF, Summit Ranch, J.V. has executed this Supplemental Declaration the day and year first above written.

SUMMIT RANCH J.V., a California general partnership  
~~DUNMORE HOMES OF NEVADA, a California corporation~~

*L.J. Clifford*  
\_\_\_\_\_  
L.J. Clifford

*Myers/Dunmore Homes LLC, a Delaware Limited Liability Company*

State of California  
County of Sacramento

On 6/13/96 before me, Carol J. Wiley  
(DATE) (NAME/TITLE OF OFFICER-i.e., JANE DOE, NOTARY PUBLIC)  
personally appeared L. J. Clifford  
(NAME(S) OF SIGNER(S))

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

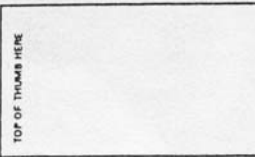


Witness my hand and official seal.

(SEAL)

Carol J. Wiley  
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)

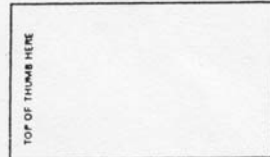


CAPACITY CLAIMED BY SIGNER(S)  
 INDIVIDUAL(S)  
 CORPORATE

OFFICER(S) \_\_\_\_\_  
(TITLE)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)  
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 CORPORATE

OFFICER(S) \_\_\_\_\_  
(TITLE)  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY IN FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, C. C. Myer, Chief Executive Officer of both Dunmore Homes of Nevada, Inc., and Myers/Dunmore Homes LLC, conveyed interest in Willow Draw Cottages at Sun Peak, Plat F, from Dunmore Homes of Nevada, Inc. to Myers/Dunmore Homes LLC, a Delaware Limited Liability Company, and that said C. C. Myers authorizes the Owners Dedication and Consent to Record on Willow Draw Cottages at Sun Peak, Plat F, to be corrected to read "Myers/Dunmore Homes LLC, a Delaware Limited Liability Company." The said C. C. Myers also authorizes the signature line on the Supplemental Declaration of Protective Covenants and Restrictions for Sun Peak Cottage Homes to be corrected accordingly.

DATED this 3rd day of December, 1996.

*C. C. Myers*

C. C. Myers, CEO  
Dunmore Homes of Nevada, Inc.  
Myers/Dunmore Homes LLC

County of Sacramento )  
 ) ss.  
State of California )

Personally appeared before me C. C. Myers, to me personally known, and did indicate to me that he is the person mentioned in the within Affidavit, that he executed the same, and that he is legally authorized to do so.

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*Zella H. Grieve*  
Notary Public

My Commission Expires: 2/23/2000

