

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR CEDAR DRAW ESTATES II**

RECITALS

A. PURPOSE OF COVENANTS It is the intention of Summit Ranch, J.V. expressed by its execution of this instrument, that the property within Cedar Draw Estates II consisting of 13 residential Lots and more specifically described in Exhibit A attached hereto and referred to herein as “Cedar Draw Estates II,” shall be developed and maintained as a highly desirable residential area. To that end, Cedar Draw Estates II 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 Cedar Draw Estates II, 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 Cedar Draw Estates II 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 servitudes and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in Cedar Draw Estates II.

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. Permissible Building Area. In Cedar Draw Estates II, the placement of buildings shall respect existing land forms and generally shall follow contours and fit into land massing rather than ignoring and dominating these forms. With respect to lots, and if specified, the “Buidable Area” as designated on the plat, no structural improvements of any kind shall be located closer than thirty five (35) feet from the rear boundary line of the lot, except where lots are contiguous on their rear boundary to open space corridors, rear setbacks may be reduced to a minimum of fifteen (15) feet by the Design Review Committee after a review of site plans for improvements by an individual owner.

In addition to and without limiting the foregoing, unless the Design Review Committee shall approve a variance from said restriction, all buildings and structures on each lot, (with the exception of utility lines and driveways), shall be constructed within the designated setbacks shown on the plat

except as follows:

A. Construction of residences on Cedar Draw Estates II Lots shall be within the area designated on the plat or as specified in a topographical survey and approved by Summit County as the "Buildable Area." Unless modified by the Design Review Committee, decks or patios attached to the main dwelling may be extended outside said "Buildable Area" as long as no trees, rock outcrops or sagebrush are removed or destroyed in connection with or as a result of extension of said decks or patios outside said "Buildable Area."

B. Construction of all residences shall have a minimum of 25 foot front setback from Bear View Drive.

C. The limit of construction disturbance on each Lot shall be no greater than 15 feet beyond the outside of the foundation walls of any buildings, driveways, and structures designated on the plans and specifications therefor submitted to and approved by the Design Review Committee.

1.02. Erosion Control. Each Owner in Cedar Draw Estates II 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 Design Review Committee for review and approval prior to plan approval.

1.03. Disturbance of Hillsides. Any disturbance of hillsides shall be controlled by the Committee. 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 Cedar Draw Estates II Lot shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,500 square feet for a one (1) floor structure.

A. Two-level structures shall have a minimum of 3,000 square feet, however, vertical walls of two (2) or more than two (2) stories shall be limited to sixty percent (60%) of the exterior perimeter of the residence (i.e., at least forty percent (40%) of exterior wall area shall be single-story).

The Design Review Committee shall determine such measurements and any variation due to mitigating design considerations must be approved by the Committee, at the sole discretion of the Committee.

B. All roof heights and designs shall minimize view blockage to the extent possible, from adjacent properties and properties on the opposite side of the street.

C. In no case shall a vertical wall extend without setback or variation more than two (2) stories with or without a clear story space.

D. The floor area is defined as the area of a building that is enclosed by surrounding exterior walls, excluding a 900 square foot allowance for garages. The portion of the basement or

walkout basement exterior walls above ground equate to that portion of the overall basement floor square footage which will be counted as floor area. However, 20% of exterior basement wall exposure is allowed before this rule applies, (i.e. with 20% or less exposed – no basement square footage counts as floor area; with 21% exposed – 21% of basement counts as floor area; with 50% exposed – 50% of basement counts as floor space; etc.) Porches, balconies, patios and decks will not be considered floor area unless enclosed. Garages larger than 900 square feet must be reviewed and approved by the Design Committee.

E. The maximum allowed floor area for each lot is shown on Exhibit B herewith attached and made an integral part of this declaration.

1.05. Perimeter Fences. Perimeter fencing of Lots shall not be permitted within Cedar Draw Estates II 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. Residence Siting. Placement of the residence and garage to be constructed on any Lot shall be subject to the prior approval of the Committee.

1.07. Roof Restrictions. Roof slopes for any buildings constructed in Cedar Draw Estates II shall be from 4/12 to 9/12 pitch and shall be in as simple a form as practicable. Roof slopes may exceed 9/12 pitch only upon approval by the Committee. The following roof shapes will not be permitted: mansard, fake mansard, gambrel, joined shed roof, or domed. All roofs shall have a minimum overhang of two feet (2') zero inches (0"). Special attention shall be taken with regard to overhangs on the south and west elevations to provide adequate sun control for the buildings. Only the following roofing materials will be allowed: wood shingles No. 1, medium shake shingles, copper or metal roof in earth colors, fire resistant concrete or slate tiles.

All roof metal, flashings, gutters, vents and chimney caps will be made of anodized aluminum or painted galvanized, in either case with a painted surface of earth tone.

1.08. Materials and Colors. Unless specifically approved by the Committee, only the following exterior wall surface materials shall be allowed: cedar siding, redwood siding, stone, log, wood shingles, stucco without "tudor" wood breaks. There shall be allowed no more than two (2) different exterior wall materials in any wall surface. A third exterior wall material may be used only upon approval of the Committee. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone – whether in the natural patina or the weathered color of the wall surface itself or the color of the stain or other coating. Bright or dramatic colors can be used for accent of exterior wall areas hidden from general view. Fascia and trim shall be a mono-chromatic scheme with the siding color.

1.09. Windows. Window frames must be either wood, bronze-tone aluminum clad wood, vinyl clad wood, or vinyl. All windows must be at least double glazed. Any trapezoidal

windows must follow the shape of the walls or roofs surrounding them, with the top parallel to the above roof, and bottom horizontal or parallel to a roof structure below it. No mirrored or reflective glass may be used.

1.10. Chimneys, Vents. Chimneys must be enclosed in an approved siding material. No exposed metal flues are permitted. All chimney tops on any one residence must be of identical design. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street. All chimneys and vents must be painted or anodized to a dark earth tone color.

1.11. Antennas. 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 so that they are not directly visible from any adjoining Lot. Solar panels will be permitted only with the consent of the Committee, and if permitted, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

1.12. 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, except for construction purposes for a period of no more than ninety (90) days.

1.13. Balconies and Decks. Any balcony or deck that is more than twenty-four inches (24") above the surface of the Lot must be constructed in compliance with the following: all railings must have at least three (3) horizontal members; all posts or pillars supporting any deck must be between eight (8) and sixteen inches (16") in width, including vertical members in railings. 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.

1.14. Landscaping. A complete landscaping and irrigation plan (showing landscaping layout and proposed plantings) shall be submitted to the Committee with each submittal for approval. All areas of the Lot damaged by construction must be revegetated under an approved plan. Landscaping plans shall be submitted with the overall site plan for improvements on each lot. Retention or incorporation of natural vegetation is encouraged.

A. Landscaping Required. As soon as practical following completion of the construction of the residence, but in no event later than the summer immediately following completion of construction, each Owner is required to landscape his Lot. The Owner may, with Design Review Committee approval, plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species.

B. Drought Tolerant Plants Recommended. The use of drought tolerant species of grasses, shrubs and trees is strongly recommended.

1.15. Basements. Basements may not be advisable in some locations. Owners are encouraged to have individual soils analysis completed by a qualified soils engineer.

1.16. Entry Gates. Individual entry gates to Lots will not be allowed except on lots over 25,000 square feet in size. Any entry gate must be reviewed and approved by the Design Committee.

1.17. Maximum House Size. Each home shall have the maximum house size as indicated in **Exhibit B** attached hereto.

1.18. Kennels and Dog Runs. No kennel or dog run may be placed closer than fifty feet (50') to any residence other than that of the Owner of the kennel, and must be completely screened from the view of all adjoining Lots.

1.19. No Re-subdivision. No Lot may be re-subdivided without the consent of the Committee and the County. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within Cedar Draw Estates II.

1.20. Combination of Lots. Subject to the limitations set forth in this section, any Owner may combine two (2) or more adjoining Lots within Cedar Draw Estates II .

A. Dwelling Size, Placement. The maximum size of a dwelling on the combined Lots shall not exceed 150% of the average of the maximum allowable dwelling sizes stated in **Exhibit B** for the Lots in question if developed independently. The resulting building mass should be concentrated at the center of the combined Lots, and should not be placed entirely or predominantly on one of the Lots.

B. Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lots. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and legal description of the Lots combined, which notice will state that the two (2) Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Summit County recorder upon the commencement of construction of the dwelling on the combined Lots.

C. Other Restrictions. The other requirements and Design Guidelines of the Master Declaration and this Supplemental Declaration shall apply without regard to the fact that the Improvements are located on combined Lots.

D. Membership. The combined Lots shall have only one (1) membership in the Association as of the first adjustment of Memberships under Section 2.14 of the Master Declaration following combination of the Lots.

1.21. Number of Dwellings. Only one (1) dwelling may be constructed on any Lot. Each dwelling shall have an attached garage for at least two (2) cars and no more than three (3) cars and which shall include no more than 900 square feet. No other storage building, outbuilding or habitable

structure may be permitted on any Lot, unless approved by the Design Review Committee.

1.22. Dwelling Height. No structure on any Lot may exceed twenty-eight feet (28') in height as measured at the natural grade on the Lot prior to construction, to a point half way between the eaves and the ridgeline of the roof.

1.23. Dwelling Length. The building length will not exceed a 30 foot maximum in one direction without a change in direction, roof alignment, wall offset or elevation. Projections and recesses that create visual interest and respond to the existing conditions on the lot will be encouraged.

1.24. Fire Protection. In order to minimize the potential for destruction due to fire and to mitigate winter access problems, the following prevention and fire protection measures are required:

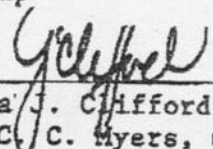
- Install NFPA 13-D residential fire sprinkler systems in all new single family structures.
- Install exterior fire sprinkler in all structures where eaves, siding and projections are constructed of combustible materials. This requirement shall be waived should non-combustible building materials be used.
- Construct roofs with non-reflective, not combustible roofing materials.

ARTICLE 2. ADDITIONAL PROVISIONS

2.01 Effect. The foregoing restrictions and requirements shall apply throughout Cedar Draw Estates II 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 Other Supplements. The Committee has the authority 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).

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
By: 
Linda J. Clifford, attorney in fact for C. C. Myers, General Partner

State of California
County of Sacramento

On 7-30-96 before me, Zella H. Grieve, Notary Public
(DATE) (NAME/TITLE OF OFFICER - e.g., JANE DOE, NOTARY PUBLIC)
personally appeared Linda J. Clifford
(NAME(S) OF SIGNER(S))

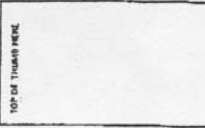
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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



Witness my hand and official seal.

Zella H. Grieve
(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)

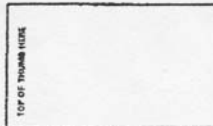
GUARDIAN/CONSERVATOR

OTHER: _____

CC. Myers
SIGNER IS REPRESENTING: g

(Name of Person(s) or Entity(ies))

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))

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: Supplemental Declaration of Protective Covenant
& Restrictions on Under-Draw
Number of Pages: 7 + map Date of Document: None
Signer(s) Other Than Named Above: Linda J. Clifford

EXHIBIT "B"

**CEDAR DRAW ESTATES II
MAXIMUM HOUSE SIZE**

Lot No.	Maximum House Size
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000
7	10,000
8	10,000
9	10,000
10	10,000
11	10,000
12	8,000
13	8,000

