

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS FOR
MAHOGANY HILLS**

THIS SUPPLEMENTAL DECLARATION is made this 19th day of June, 1992, by Summit Ranch, J.V., a California general partnership ("Declarant").

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 Mahogany Hills consisting of 98 residential Lots and more specifically described in **Exhibit A** attached hereto and referred to herein as "Mahogany Hills," shall be developed and maintained as a highly desirable residential area. To that end, Mahogany Hills 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. Declarant, as owner of all of Mahogany Hills, 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 Mahogany Hills

and every part thereof and for the benefit of each Owner thereof. All provisions hereby 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 Mahogany Hills.

B. 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. With respect to Lots in the Mahogany Hills, no structural Improvement of any kind shall be located closer than thirty-five feet (35') from the rear boundary line of the Lot, except with prior consideration and written approval by the Committee.

1.02. Erosion Control. Each Owner in Mahogany Hills shall be responsible to insure that no erosion or water drainage shall take place on his Lot which may adversely affect neighboring properties and/or roads.

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 Mahogany Hills Lot shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,000 square feet for a one (1) floor structure.

A. Two-level structures shall have a minimum of 2,500 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).

A. 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.

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

C. The floor area is defined as the area of a building that is enclosed by surrounding exterior walls, excluding a 700 square foot allowance for garages. Walkout basements will be considered floor area whether finished or unfinished. Basements which are more than 80% below natural and finished grade will not be included in the floor area calculation. Porches, balconies, patios and decks will not be considered floor area unless enclosed. Garages larger than 700 square feet must be reviewed and approved by the Design Committee and any excess square footage over and above the 700 square feet shall be counted against the maximum amount of floor area allowed on any lot.

D. 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 Mahogany Hills except for such perimeter fencing as Declarant or the Association may install along subdivision boundaries. Limited interior fencing, if approved by the Design Committee, shall be permitted.

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 building constructed in Mahogany Hills shall be from 4/12 to 12/12 pitch and shall be in as simple a form as practicable. 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. All roof metal, flashing, 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. 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, bronze tone aluminum, or dark metal. 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 at all, 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.

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. The underside of any deck more than three feet (3') above grade must be completely screened with 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 must be prepared by a landscaping architect licensed in the State of Utah. Lawns of a variety of bluegrass and sprinkler systems must be installed. Natural vegetation (except trees) shall not be allowed to remain in Lots in Mahogany Hills.

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 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.

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. No wire fencing shall be allowed unless it is completely screened from the view of all adjoining Lots.

1.19. No Re-Subdivision. No Lot may be resubdivided 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 Mahogany Hills.

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 Mahogany Hills.

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 750 square feet. No other storage building, outbuilding or habitable structure may be permitted on any Lot.

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.

ARTICLE 2. ADDITIONAL PROVISIONS.

2.01. Effect. The foregoing restrictions and requirements shall apply throughout Mahogany Hills 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. Committee. 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.

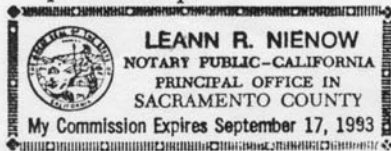
SUMMIT RANCH, J.V., a California general partnership

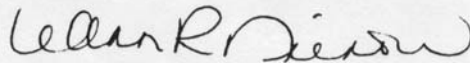
By


C. C. Myers

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On the 17th day of June, 1992 personally appeared before me C. C. Myers, who being by me duly sworn did say that he is a General Partner of Summit Ranch, J.V., a California general partnership, and that the within and foregoing Designation and Supplemental Declaration of Protective Covenants for Mahogany Hills, was signed on behalf of said partnership.





Notary Public
Residing at: 3286 Fitzgerald Road
Rancho Cordova, CA 95672

My Commission Expires:

09/17/93

EXHIBIT "A"

MAHOGANY HILLS SUBDIVISION

MAHOGANY HILLS II SUBDIVISION

MAHOGANY HILLS SUBDIVISION

LEGAL DESCRIPTION

June 18, 1992

A parcel of land lying within the Northwest quarter of Section 31 and the Southwest quarter of Section 30, Township 1 South, Range 4 East, and the Southeast quarter of Section 25 and the Northeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, County of Summit, State of Utah, more particularly described as follows:

Commence at the Northwest corner of said Section 31, said section corner being a brass cap set by the County Surveyor in 1958 (Basis of Bearing being North 00°00'06" West between the West ¼ corner of said Section 31 and the Northwest corner of said Section 31); thence West, a distance of 316.40 feet; thence South, a distance of 165.10 feet, to the POINT OF BEGINNING;

Thence North 48°11'19" West, a distance of 122.05 feet;
thence North 63°54'03" West, a distance of 86.11 feet;
thence North 17°40'17" East, a distance of 270.36 feet;
thence North 21°28'15" East, a distance of 142.46 feet;
thence North 02°23'50" West, a distance of 56.39 feet;
thence North 70°19'11" East, a distance of 285.12 feet;
thence North 77°00'09" East, a distance of 129.87 feet;
thence South 67°25'49" East, a distance of 379.39 feet;
thence North 63°26'39" East, a distance of 370.27 feet;
thence South 69°05'27" East, a distance of 101.45 feet;
thence North 35°02'55" East, a distance of 271.47 feet;
thence South 74°13'11" East, a distance of 141.85 feet;
thence South 13°40'03" West, a distance of 646.81 feet;

Exhibit "A" - 1

thence South 52°09'41" West, a distance of 205.70 feet;
thence South 05°02'47" West, a distance of 22.08 feet; to a
point of intersection with a non-tangent curve, concave Southwesterly,
having a radius of 200.00 feet and a central angle of 79°58'02", thence
Easterly along the arc of said curve to the right, from which the radial line
bears South 05°09'46" West, a distance of 279.14 feet, said arc subtended
by a chord which bears South 44°51'13" East, a distance of 257.03 feet to
the curve's end; thence South 04°52'12" East, a distance of 49.50 feet to
the Northerly right-of-way line of Bear Hollow Drive and point of
intersection with a non-tangent curve, concave Southerly, having a radius of
390.00 feet and a central angle of 08°49'24", thence Westerly along said
right-of-way and the arc of said curve to the left, from which the radial line
bears South 00°27'30" East, a distance of 60.06 feet, said arc subtended by
a chord which bears South 85°07'48" West, a distance of 60.00 feet to the
point of intersection with a non-tangent line; thence leaving said right-of-
way North 04°52'12" West, a distance of 49.50 feet; to the beginning of a
curve, concave Southwesterly, having a radius of 140.00 feet and a central
angle of 96°49'33", thence Northerly along the arc of said curve to the left,
a distance of 236.59 feet, said arc subtended by a chord which bears North
53°16'58" West, a distance of 209.43 feet to the curve's end; thence South
78°18'15" West, a distance of 142.30 feet; thence South 03°37'19" East, a
distance of 142.67 feet; thence North 68°53'13" West, a distance of 377.29
feet; thence North 77°38'02" West, a distance of 271.00 feet; thence South
82°24'11" West, a distance of 319.21 feet, to the POINT OF BEGINNING.

Containing 21.509 acres of land, more or less.

Exhibit "A" – 2

MAHOGANY HILLS II SUBDIVISION

LEGAL DESCRIPTION

June 18, 1992

A parcel of land lying within the Southwest quarter of Section 30, Township 1 South, Range 4 East, and the Southeast quarter of Section 25 and the Northeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, County of Summit, State of Utah, more particularly described as follows:

Commence at the Northwest corner of said Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said Section corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31, South $00^{\circ}00'06''$ East, a distance of 45.85 feet; thence leaving said section line West, a distance of 484.71 feet, to a point on the Northwesterly line of the Mahogany Hills Subdivision, said point the POINT OF BEGINNING; thence leaving said line North $63^{\circ}54'03''$ West, a distance of 402.35 feet; thence South $52^{\circ}17'30''$ West, a distance of 94.04 feet; to a point on the Northerly Right-of-Way line of Bear Hollow Drive and to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 485.10 feet and a central angle of $18^{\circ}05'01''$, thence Northwesterly along the arc of said curve to the right and said right-of-way, from which the radial line bears North $52^{\circ}17'30''$ East, a distance of 153.11 feet, said arc subtended by a chord which bears North $28^{\circ}39'59''$ West, a distance of 152.47 feet to the curve's end; thence north $19^{\circ}37'29''$ West, a distance of 180.03 feet; to the beginning of a curve, concave Southwesterly, having a radius of 535.00 feet and a central angle of $29^{\circ}05'49''$, thence Northerly along the arc of said curve to the left, a distance of 271.69 feet, said arc subtended by a chord which bears North $34^{\circ}10'24''$ West, a distance of 268.78 feet to the point of intersection with

Exhibit "A" - 3

A non-tangent line; thence leaving said right-of-way North 56°43'49" East, a distance of 215.83 feet; thence North 36°43'27" East, a distance of 141.64 feet; thence North 58°48'34" West, a distance of 253.13 feet; thence North 31°11'26" East, a distance of 1130.08 feet; thence North 71°29'18" East, a distance of 749.26 feet; to a point on the Westerly Right-of-Way line of State Highway U-224 and the point of intersection with a non-tangent curve, concave Easterly, having a radius of 2974.79 feet and a central angle of 03°16'01", thence Southerly along the arc of said curve to the left and said right-of-way, from which the radial line bears North 73°52'32" East, a distance of 169.62 feet, said arc subtended by a chord which bears South 17°45'28" East, a distance of 169.60 feet to the point of intersection with a non-tangent line; thence South 14°33'38" East, a distance of 237.49 feet; thence South 36°05'26" East, a distance of 104.40 feet; thence South 19°23'19" East, a distance of 700.00 feet; thence South 08°26'52" East, a distance of 210.70 feet; to a point of intersection with a non-tangent curve, concave Westerly, having a radius of 1769.86 feet and a central angle of 02°47'38", thence Southerly along the arc of said curve to the right, from which the radial line bears South 70°36'31" West, a distance of 86.30 feet, said arc subtended by a chord which bears South 17°59'40" East, a distance of 86.29 feet to the point of intersection with a non-tangent line; thence South 22°29'08" East, a distance of 33.97 feet; thence leaving said right-of-way and running North 74°13'11" West, a distance of 116.07 feet to the Northerly line of Mahogany Hills Subdivision; thence North 74°13'11" West a distance of 141.85 feet; thence South 35°02'55" West, a distance of 271.47 feet; thence North 69°05'27" West, a distance of 101.45 feet; thence South 63°26'39" West, a distance of 370.27 feet; thence North 67°25'49" West, a distance of 379.39 feet; thence South 77°00'09" West, a distance of 129.87 feet; thence South 70°19'11" West, a distance of 285.12 feet; thence South

Exhibit "A" – 4

02°23'50" East, a distance of 285.12 feet; thence South 21°28'15" West, a distance of 142.26 feet; thence South 17°40'17" West, a distance of 270.36 feet, to the POINT OF BEGINNING.

Containing 75.546 acres of land, more or less.

Exhibit "A" – 5

SUN PEAK
MAHOGANY HILLS
MAXIMUM HOUSE AND BUILDING PAD SIZE

EXHIBIT B

LOT #	SQ FT	ACREAGE	MAXIMUM HOUSE S.F. EXCLUDING GARAGE	MAXIMUM BLDG PAD INCLUDING GARAGE
1	13,972	0.32	4,000	2,600
2	13,231	0.30	4,000	2,600
3	14,111	0.32	4,000	2,600
4	13,296	0.31	4,000	2,600
5	13,145	0.30	4,000	2,600
6	16,655	0.38	4,000	2,600
7	14,914	0.34	4,000	2,600
8	13,219	0.30	4,000	2,600
9	14,567	0.33	4,000	2,600
10	14,277	0.33	4,000	2,600
11	13,460	0.31	4,000	2,600
12	17,420	0.40	4,500	2,600
13	14,749	0.34	4,000	2,600
14	14,961	0.34	4,000	2,600
15	18,178	0.42	4,500	2,600
16	16,408	0.38	4,000	2,600
17	16,961	0.39	4,000	2,600
18	14,862	0.34	4,000	2,600
19	14,168	0.33	4,000	2,600
20	16,360	0.38	4,000	2,600
21	27,367	0.63	7,000	4,000
22	69,026	1.58	7,000	4,000
23	36,994	0.71	7,000	4,000
24	30,083	0.83	7,000	4,000
25	16,202	0.37	4,500	2,800
26	16,093	0.37	4,500	2,800
27	15,783	0.36	4,500	2,800
28	15,540	0.36	4,500	2,800
29	14,461	0.33	4,500	2,800
30	18,327	0.42	4,500	2,800
31	15,170	0.35	4,500	2,800
32	16,164	0.37	5,000	3,000
33	16,799	0.39	5,000	3,000
34	18,440	0.42	5,000	3,000
35	15,755	0.36	4,000	2,600
36	16,899	0.39	4,000	2,600
37	14,515	0.33	4,000	2,600
38	15,761	0.36	4,000	2,600
39	14,116	0.32	4,000	2,600
40	16,984	0.39	4,000	2,600
41	21,535	0.49	4,500	2,800
42	15,998	0.37	4,000	2,600
43	16,488	0.38	4,000	2,600
44	14,577	0.33	4,000	2,600
45	15,278	0.35	4,000	2,600
46	20,918	0.48	5,000	3,000

47	19,768	0.45	5,000	3,000
48	17,097	0.39	4,500	3,200
49	15,341	0.35	4,500	3,200
50	16,415	0.38	4,500	3,200
51	16,974	0.39	4,500	3,200
52	18,140	0.42	4,500	3,200
53	17,446	0.40	4,500	3,200
54	21,506	0.49	5,000	3,200
55	30,381	0.70	6,000	3,500
56	35,509	0.82	7,000	4,000
57	29,611	0.68	8,000	4,500
58	39,643	0.91	8,000	4,500
59	62,163	1.43	8,000	4,500
60	45,868	1.05	8,000	4,500
61	53,456	1.23	8,000	4,500
62	57,523	1.32	8,000	4,500
63	37,494	0.86	8,000	4,500
64	33,836	0.78	6,000	3,500
65	28,954	0.66	6,000	3,500
66	14,004	0.32	4,000	2,600
67	14,912	0.34	4,000	2,600
68	14,433	0.33	4,000	2,600
69	16,475	0.38	4,000	3,200
70	14,629	0.34	4,000	3,200
71	15,391	0.35	4,000	3,200
72	19,944	0.46	4,000	3,200
73	18,454	0.42	4,000	3,200
74	19,880	0.46	4,000	3,200
75	20,061	0.46	4,000	3,200
76	20,007	0.46	4,000	3,200
77	15,328	0.35	4,000	3,200
78	14,105	0.32	4,000	3,200
79	13,944	0.32	4,000	3,200
80	16,334	0.37	4,000	3,200
81	14,983	0.34	4,000	3,200
82	15,983	0.37	4,000	2,600
83	13,034	0.30	4,000	2,800
84	20,785	0.48	4,000	3,000
85	22,395	0.51	5,000	3,000
86	17,692	0.41	4,500	2,800
87	17,473	0.40	4,500	2,800
88	18,118	0.42	4,500	2,800
89	18,118	0.42	4,500	2,800
90	18,420	0.42	4,500	2,800
91	15,545	0.36	4,000	2,600
92	14,281	0.33	4,000	2,600
93	19,633	0.45	4,000	2,600
94	14,559	0.33	4,000	2,600
95	14,102	0.32	4,000	2,600
96	14,898	0.34	4,000	2,600
97	15,637	0.36	4,000	2,600
98	14,599	0.34	4,000	2,600

