

FIFTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS OF
RED MOUNTAIN RANCH

1. Article 2, Definitions, is amended to add a new Section 9.1, to read as follows:

Section 9.1. **"Floor Area"** shall mean all the area within the interior surface of the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts, areas wholly or partially below grade with a ceiling height less than 5', areas beneath a pitched or sloped ceiling with a ceiling height of less than 5', area within a room or portion of a room, not exceeding 400 square feet, containing only heating, cooling, electrical, and/or plumbing equipment.

2. Article 5, Design Requirements.

Section 4 is amended to read as follows:

Section 4. **"Building Codes"**. All Buildings and Improvements shall meet all of the requirements, including fire protection standards, of all applicable codes, rules, and regulations adopted by any governmental entity having jurisdiction thereon.

Section 5 is amended to read as follows:

Section 5. **"Minimum Floor Area"**. The floor area, as defined herein, shall not be less than 1,500 square feet for any Family Residence, unless otherwise approved by the Board of Directors. The Board shall have the discretion to require a higher quality of materials and finish for any Family Residence with a floor area of less than 2,000 square feet.

Section 6 is amended to read as follows:

Section 6. **"Maximum Floor Area"**. The maximum floor area of all Buildings on a Lot, as

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defined herein, shall not exceed 7,500 square feet in the aggregate. Floor area of each Building shall be limited to the following:

<u>Building Type</u>	<u>Maximum Floor Area of Building</u>
Family Residence	5,000 square feet
Guest House	1,500 square feet
Garage	1,000 square feet
Barn	1,500 square feet