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LuAnn Adams, Box Elder County Recorder  
02/03/1999 10:26am FEE: 38.00 Dep: PJ  
Rec'd For: CENTENNIAL TITLE INS AGENCY INC

02-072-0001 thru 0020

**AMENDMENT TO**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**AND RESERVATION OF EASEMENTS FOR**  
**THREE MILE CREEK ESTATES**  
**A CLUSTER HOUSING DEVELOPMENT SUBDIVISION**

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THIS AMENDMENT TO THE DECLARATION, made this 11th day of January, 1999, by T.M.C. DEVELOPMENT, L.L.C., a Utah Limited Liability Company, Declarant, and THREE MILE CREEK OWNERS' ASSOCIATION.

1. The Declaration refers to certain property in the County of Box Elder, State of Utah, which is more particularly described as follows:

A part of the Northeast Quarter of Section 2, Township 8 North, Range 2 West, Salt Lake Base and Meridian, described as: Commencing at the Southerly property corner of Lot 30, Three Mile Creek Subdivision, No. 2, located South 00 degrees 00'00" West along the East line of said Section 1965.65 feet and North 90 degrees 00'00" West 1697.68 feet from the Northeast Corner of said Section; and running thence along said subdivision line the following three courses: (1) North 49 degrees 43'42" East 140.97 feet; (2) North 19 degrees 54'01" West 117.64 feet; (3) North 21 degrees 08'28"

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West 73.23 feet; thence to the left along the arc of a 225.00 foot radius curve a distance of 273.94 feet, Chord bears North 73 degrees 59'59" East 257.33 feet to the Southeast corner of Lot 28 of said subdivision; thence along the Southeasterly boundary line of said subdivision the following three courses: (1) South 50 degrees 52'46" East 60.00 feet; (2) thence to the left along the arc of a 285.00 foot radius curve a distance of 17.26 feet, Chord bears North 37 degrees 23'07" East 17.26 feet; (3) North 35 degrees 39'00" East 187.08 feet to a point North 35 degrees 39'00" East 15.00 feet from the South-westerly corner of Lot 2, Block 5, Valley Hie Subdivision, Plat 2 amended; thence South 54 degrees 21'00" East 115.18 feet to the boundary line of said Valley Hie Subdivision, Plat 2, amended; thence along said boundary line the following four (4) courses: (1) North 48 degrees 38'43" East 87.23 feet; (2) South 54 degrees 21'00" East 165.20 feet; (3) North 35 degrees 39'00" East 45.00 feet; (4) South 54 degrees 21'00" East 30.00 feet; thence South 35 degrees 39'00" West 320.90 feet; thence to the left along the arc of a 270.00 foot radius curve a distance of 84.60 feet, Chord bears South 26 degrees 40'25" West 84.25 feet; thence South 17 degrees 41'50" West 150.04 feet; thence North 72 degrees 18'10" West 116.60 feet; thence to the left along the arc of a 120.00 foot radius curve a distance of 76.33 feet, Chord bears South 89 degrees 28'28" West 75.05 feet; thence South 71 degrees 15'05" West 287.59 feet; thence to the right along the arc of a 180.00 foot radius curve a distance of 16.20 feet, Chord bears South 73 degrees 49'47" West 16.20 feet; thence North 18 degrees 44'55" West 167.93 feet to the point of beginning. Containing 6.19 acres.

NOW KNOWN AS LOTS 1-20, THREE MILE CREEK ESTATES, TOGETHER  
WITH ALL COMMON AREAS OF THREE MILE CREEK ESTATES,

2. The Declaration, at Section 7 of Article X is amended to

read:

**"Section 7. Animal Restrictions.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except usual and ordinary dogs, cats, fish, birds and other household pets may be kept on Lots, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may, from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board of Trustees, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Trustees, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within the walls of the Dwelling Unit or on a leash being held by a person capable of controlling the animal. Should any animal belonging to an Owner be found outside of the walls of the Dwelling Unit and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the Properties) or a person designated by the Declarant to do so, to a shelter under the jurisdiction of the local municipality in which the Properties are situated and subject to the laws and rules governing said shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animal which have used any portion of the Common Area. There is a one time exception to the foregoing regarding Mr. and Mrs. Duane Phippen, owners of Unit 10 to the effect that their poodle shall be permitted to be kept in a suitable enclosure on the patio of Unit 10."

3. All other provisions of the Declaration not amended

hereby shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

**DECLARANT:**

T.M.C., DEVELOPMENT, L.L.C.  
a Utah Limited Liability  
Company

By: Noel R. Bess, Manager

THREE MILE CREEK OWNERS'  
ASSOCIATION

By: Leo Clair Williams  
President

STATE OF UTAH )  
 :ss.  
COUNTY OF BOX ELDER )

On the 11th day of January, 1999, personally appeared before me Noel R. Bess, who being by me duly sworn did say that he is the manager of T.M.C. DEVELOPMENT, a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of a

