

Recorded At The Request Of:
RAVE CONSTRUCTION, INC.
421 West 3950 North
Pleasantview, Utah 84144

Ent 204446 Bk 903 Pg 862
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LuAnn Adams - Filed Bu mm
Box Elder Co., UT
For RAVE CONSTRUCTION
03-228-0001 to 0022, 0027 to 0030
Land Serial Numbers 03-228-0001 thru 0030

CERTIFICATE OF AMENDMENT

OF THE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
INDIAN HILLS**

A CLUSTER HOUSING DEVELOPMENT SUBDIVISION

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR INDIAN HILLS A CLUSTER HOUSING DEVELOPMENT SUBDIVISION [hereinafter referred to as the "First Amendment"], is made and executed this _____ day of July, 2004, by RAVE CONSTRUCTION, INC. [hereinafter referred to as the "Declarant"], a corporation organized and existing under and by virtue of the laws of the State of Utah.

I. RECITALS:

WITNESSETH:

A. **THAT WHEREAS**, the Declarant is the owner in fee of that certain parcel of real property [hereinafter referred to as the "land"], which is situated in Box Elder County, State of Utah, described with particularity in Exhibit "A" hereto, the same being incorporated herein by this reference as though set forth in full and made a part hereof; and

B. **WHEREAS**, certain improvements have been and shall hereafter be constructed upon the land as shown on the Plat, reference to which is found next, hereinbelow; and

C. **WHEREAS**, Declarant's predecessor in right, title and interest has heretofore executed, acknowledged and caused to be recorded in the office of the County Recorder of Box Elder County, State of Utah, a certain document entitled "Indian Hills A Cluster Housing Development Subdivision Record Survey Plat [hereinafter referred to as "the Plat"], having been recorded under date of September 11, 1998; and

D. **WHEREAS**, Declarant's predecessor in right, title and interest in and to the land has also executed, acknowledged and cause to be recorded in the office of the County Recorder of Box Elder County, State of Utah, the Declaration Of Covenants, Conditions and Restrictions And Reservation Of Easements, For Indian Hills A Cluster Housing Development Subdivision [hereinafter referred to as "the Declaration"], having been recorded under date of September 15, 1998, in Book 0689, at Pages 0919 thru 0956, as Entry Number 116480; and

E. **WHEREAS**, the Declarant has requested and received approval from requisite governmental departments to Amend the Plat [hereinafter referred to as "the First Amended Plat"], in certain particulars to facilitate changes in the aforesaid previously approved subdivision Plat; and

F. **WHEREAS**, notwithstanding the foregoing, no covenant, condition nor restriction of the Declaration nor of this First Amendment prohibits the Declarant from completing development, or from using any Lot owned by the Declarant as a model home, staging site, for material or equipment storage, for a temporary construction or sales office, nor limit Declarant's right to post signs incidental to marketing, sales or construction which are in compliance with applicable Governmental ordinances. To the extent the terms of this First Amendment conflict with the Declaration, the terms of this First Amendment shall govern and be controlling,

NOW THEREFORE, the undersigned Declarant and Owners of at least a majority of the voting power of each class of members, do hereby approve, accept and duly amend the Declaration, adopting this First Amendment in accordance with Article XV, Section 15.5 of the Declaration, in the following particulars:

II. CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
INDIAN HILLS
A CLUSTER HOUSING DEVELOPMENT SUBDIVISION

1. Recitals. The above and foregoing recitals are incorporated herein by this reference and made a part hereof.

ARTICLE I
DEFINITIONS

Section 1.10 of Article I is hereby amended to provide for "Limited Common Areas" and "Limited Common Elements," as follows:

(a). "Limited Common Area" and "Limited Common Element" shall further mean and refer to areas allocated to and reserved for the restricted use of the respective homeowners to which such Limited Common Areas and Limited Common Elements are contiguous, as follows:

(i) that part of the Common Area enclosed, or approximately so, by any fence constructed with approval and in accordance with the Declaration, as amended, which enclosed area shall be Limited Common Area allocated to and reserved for the restricted use of the respective homeowner to which such enclosure is contiguous;

(ii) any patio and any recreation vehicle parking pad which is appurtenant to each residence is assigned as a Limited Common Area to the residence having direct access to such patio and/or recreation vehicle parking pad;

(iii) doorsteps providing access to a residence or patio are assigned as Limited Common Areas to the residence to which is served by such doorstep;

(iv) any deck which is appurtenant to each residence, and the stairway and landing which serves such deck, if any, are assigned as a Limited Common Areas to the residence having direct access to such deck, stairway and landing, if any;

(v) the driveway area, which provides access to each residence's respective garage is assigned as a Limited Common Area to the residence having direct access to such garage;

(vi) any storage outbuilding appurtenant to a residence, if any, is assigned as a Limited Common Area to the residence having direct access to such outbuilding; and

(vii) that part of the Common Elements on which there is located any portion of an air conditioning system exclusively serving a particular residence is assigned as a Limited Common Element to the residence so served.

Section 1.17 of Article I is hereby amended, as follows:

1.17 "Lot" shall mean and refer to any residential Lot or parcel of land shown upon the "Indian Hills A Cluster Housing Development Subdivision Record Survey Plat, As Amended" [hereinafter referred to as "the First Amended Plat"], a copy of which is annexed hereto and identified as Exhibit "A," being incorporated herein by this reference and made a part hereof.

ARTICLE II OWNER'S PROPERTY RIGHTS

Section 2.1(f) of Article II is hereby amended, as follows:

2.1 (f). The right of the Declarant (and its sales agents, representatives and customers), to the non-exclusive use of the Common Area, without charge, for marketing, display, exhibit, sales, access, ingress and egress, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the date of recording of this First Amendment. Upon the request of Declarant and upon the vote of a majority of voting power of the Class A Members, this term may be extended for an additional period of time.

ARTICLE IV VOTING RIGHTS

Article IV is hereby amended and Sections are added, as follows:

4.1 Board. Until such time as the responsibility for electing the Board is relinquished to the Members of the Association in accordance with Utah law, the Declarant shall have the exclusive right to appoint and to remove all Board Members. This exclusive right shall terminate after the first to occur of the following: (a) five years from the date on which this First Amendment is recorded, or; (b) after ninety percent (90%) of the Lots in the Subdivision have been conveyed; or (c) the determination of the Declarant, in its sole discretion.

4.2 Voting Rights. The Association shall have two (2) classes of voting membership. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. Class B membership shall be limited to the Declarant, which shall be entitled to Four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) five years from the date on which this First Amendment is recorded; or (b) after Lots to which ninety percent (90%) of the undivided interest in the Common Areas appertain have been conveyed; or (c) the determination of the Declarant, in its sole discretion.

4.3 Declarant Assessment. Notwithstanding any other provision in this Declaration to the contrary, the Declarant is excluded from Association Assessments for any Lots it owns. There shall be no obligation on behalf of the Declarant to pay Assessments on any Lots owned by the Declarant, or its assigns.

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION

Article V, Section (h) is hereby amended, as follows:

(h) To make and to enforce reasonable rules and regulations governing the use of the Association Property, including the residences, the Limited Common Areas and Limited Common Elements. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any assessments so imposed shall be considered as against the residence and may be collected in the manner provided for collection of other assessments.

ARTICLE VIII
ARCHITECTURAL CONTROL

Article VIII is hereby amended to add and replace Sections, as the context indicates, as follows:

8.1 Members of Committees. The Architectural Committee, sometimes referred to in this Declaration as the "Committee" shall consist of three (3) members. The initial members of the Committee shall consist of representatives of the Declarant. Each of said persons shall hold office until the election of the first Board of Trustees by the membership of the Association. Thereafter, new members of the Committee shall be appointed by the Board of Trustees and shall hold office until such time as he or she has resigned, has been removed, or his or her successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause. The Board of Trustees shall have the right to appoint and remove all members of the Committee.

8.9 Extraordinary Costs. Whenever it deems appropriate, the Committee may engage the services of an independent architect, civil or structural engineer, or other appropriate consultant to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the Applicant, provided however, that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Board of Trustees to believe that professional review was required, and the estimated cost of that review. If the applicant does not withdraw the proposal within five days after receipt of that notice, the applicant is deemed to have consented to the Committee retaining such professional assistance. Whenever the Board of Trustees retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, and successors and assigns, waives any and all claims against the Board of Trustees, Committee, and the Association in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the applicant in advance, and the review of the plans will be suspended until the costs of the special review have been paid by the Applicant. The review period will be extended for a period of 30 days following payment of the special review costs to allow for the review.

8.10 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of established design standards. These standards are, of necessity, general in nature, and the Committee should apply them in a manner that results in a high quality, attractive, and well-designed community. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Project conform and harmonize with the Project surroundings.

8.11 Limitations on Review. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans required by the City to bring them into conformity with applicable codes must be re-submitted to, and approved by the Committee.

8.12. Dwelling & Size. Each Dwelling Unit constructed shall be a single story [rambler-style], residence. The Dwelling Unit shall have a minimum Floor Area of 1,300 square feet. Garage square footage is not to be utilized in calculating Floor Area unless such garage exceeds 600 square feet, in which case the area in excess of 600 square feet may be utilized in such calculation. Driveways shall be constructed of concrete.

8.13 Roof Design. No wood shingles or shakes are permitted. All approved roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or painted galvanized metal.

8.14 Siding Materials. Siding Materials shall be approved by the Design Review Committee in advance and shall be constructed of not less than fifty percent (50%) brick, rock and/or stucco on the front elevation. Vinyl and aluminum siding are prohibited on the front elevation but are acceptable on side and rear elevations.

8.16 Solar Panels. Solar panels will be permitted only with the consent of the Committee, and if permitted, must lie parallel with the pitch of the roofing and shall not differ in pitch from the roof surface on which they are mounted. No freestanding solar panels shall be permitted.

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

8.18 Fencing. Fencing on any Lot shall not be permitted without the prior written consent of the Committee. Chain link, wire and tall privacy or screening type fences are strictly prohibited. Fencing shall, if approved, be limited to white vinyl privacy fencing.

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

Article IX is hereby amended to add the following Owner's Repair Obligations:

9.7. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

9.8 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition. Lawns shall be maintained by the Association unless an Owner elects to maintain his or her lawn at Owners expense, in which event, the Owner shall not be responsible to pay for Association expenses utilized for lawn maintenance. If the Owner chooses to maintain his or her lawn, the lawn shall be kept green and cut to an reasonable length at all times.

9.9 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition in violation of the Declaration, as Amended, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts shall bear interest from the date of assessment until paid in full at the rate of eighteen percent (18%) per annum.

9.10 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or siding or trim materials will be made without the advance consent of the Committee. All exterior colors shall be earth tones.

9.11 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee; provided however, alterations or deviations from the originally approved plans will require review and Committee approval. Nothing in the Declaration, as amended, is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, after which time such shall be deemed a nuisance, which may be abated by the Association at the expense of the Owner.

ARTICLE X USE RESTRICTIONS

Article X is hereby amended to add and replace Sections, as the context indicates, as follows:

10.19 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any improvement, dwelling or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage (except as stored in an approved containers and Location). Nonetheless, where lot side yard set-back dimensions so permit and when a cement recreation vehicle parking space has been constructed, motor homes, boats, campers and trailers may be maintained and stored on such cement parking spaces.

10.29 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). No Owner will occupy a Lot in a manner that is in violation of any State or Federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

10.30 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Committee, and no outdoor lighting shall be permitted expect for lighting that is designed to aim downward and limit the field of light to the immediate vicinity of the Dwelling Unit or Improvement it is intended to serve.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed by its President and the undersigned Owners of record this _____ day of July, 2004.

RAVE CONSTRUCTION, INC.

By: *Kerry Schneider*
 KERRY SCHNEIDER
 Its President

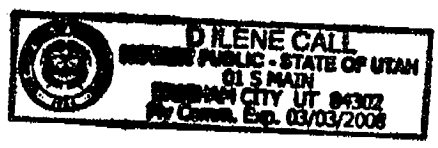
Declarant
 State of Utah

County of BE
 On this 31 day of Aug, 2004 Kerry Schneider
 personally appeared before me,

X who is personally known to me,
X whose identity I verified on the basis of Utah driver's license
 whose identity I verified on the oath/affirmation of _____
 a credible witness.

to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

D. Irene Call
 Notary Public
 My Commission Expires 3-3-08



Ent 204446 Bk 903 Pg 870

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

SUBSCRIBED AND SWORN to before me Kerry Schneider, to me well known and known to me, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who by me duly sworn to and before me did say that he is the President of Rave Construction, Inc., who did acknowledge that the above an foregoing document was signed by him in behalf of said corporation by authority of a Resolution of its Board of Directors, and did acknowledge to me that said corporation executed the same for the purposes therein expressed.

WITNESS my hand and seal, dated this 31 day of July, 2004.

NOTARY PUBLIC

HOMELAND UTAH, L.L.C.

By: MARK SHIELDS
Its Manager

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

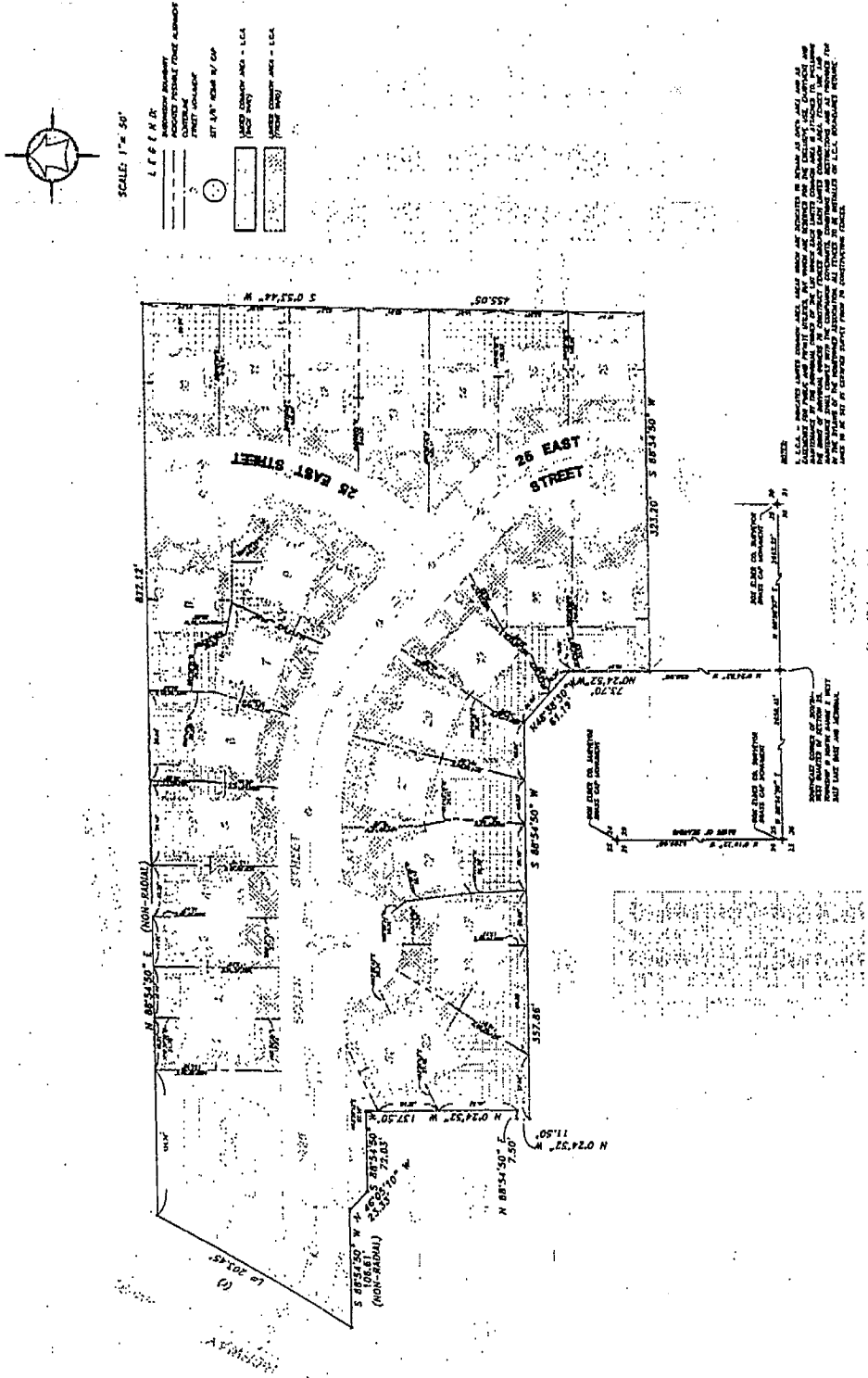
SUBSCRIBED AND SWORN to before me Mark Shields, to me well known and known to me, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who by me duly sworn to and before me did say that he is the Manager of Homeland Utah, L.L.C., who did acknowledge that the above an foregoing document was signed by him in behalf of said Company by authority of its Articles Of Organization, and did acknowledge to me that said corporation executed the same for the purposes therein expressed.

WITNESS my hand and seal, dated this _____ day of July, 2004.

NOTARY PUBLIC

EXHIBIT "A" FOR INDIAN HILLS SUBDIVISION

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS



SCALE: 1" = 50'

LEGEND:

- PROPOSED EASEMENT
- PROPOSED FENCE LINE
- EXISTING FENCE LINE
- EXISTING CURB
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING DRIVE
- EXISTING LOT LINE
- EXISTING STREET CENTERLINE

SIT. BY: KIM W. OH

PROPOSED EASEMENT - LCA

PROPOSED FENCE LINE - LCA

EXISTING FENCE LINE - LCA

EXISTING CURB - LCA

EXISTING DRIVEWAY - LCA

EXISTING SIDEWALK - LCA

EXISTING DRIVE - LCA

EXISTING LOT LINE - LCA

EXISTING STREET CENTERLINE - LCA

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Ent 204446 90 871

3/19/02
04-120 Exhibit A

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
443 South Main
Highland City, Utah 84432
Phone: 435-438-1111
Fax: 435-438-1112

Checked By: _____

N:\2004\04-120 Indian Hills Amend\drawings\04-120 Exhibit A.dwg, 7/12/2004 4:52:01 PM, Matthew.
Auto HP LaserJet 5000 Series PCL 6 on SERVER2, 1:159.902

SURVEYOR'S CERTIFICATE

I, **K. GREG HANSEN**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167819 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: PARTIAL AMENDMENT TO INDIAN HILLS SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH SIDE OF AN EXISTING 16.50 FOOT WIDE RIGHT-OF-WAY LOCATED NORTH 00°24'52" WEST 659.06 FEET (660.0 FEET RECORD) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE NORTH 00°24'52" WEST 73.70 FEET; THENCE NORTH 48°38'30" WEST 61.19 FEET; THENCE SOUTH 88°54'50" WEST 357.86 FEET; THENCE NORTH 00°24'52" WEST 11.50 FEET; THENCE NORTH 88°54'50" EAST 7.50 FEET; THENCE NORTH 00°24'52" WEST 137.50 FEET; THENCE SOUTH 88°54'50" WEST 72.03 FEET; THENCE NORTH 46°05'10" WEST 23.33 FEET; THENCE SOUTH 88°54'50" WEST 106.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 89-91; THENCE ALONG SAID R.O.W LINE TO THE LEFT ALONG AN ARC OF A 2924.90 FOOT RADIUS CURVE A DISTANCE OF 203.45 FEET, CHORD BEARS NORTH 29°56'44" EAST 203.41 FEET; THENCE NORTH 88°54'50" EAST 822.12 FEET TO THE WEST BOUNDARY LINE OF HIGHLAND TERRACE, PLAT II; THENCE SOUTH 00°53'44" WEST 455.05 FEET ALONG SAID BOUNDARY LINE LINE; THENCE SOUTH 88°54'50" WEST 323.20 FEET TO THE POINT OF BEGINNING. CONTAINING 7.14 ACRES AND 26 UNITS.

(d)

Δ = 284°22'38"
 R = 20.00'
 L = 24.50'
 T = 15.50'
 LC = 24.50'
 S 53°18'59" E

(h)

Δ = 42°51'11"
 R = 250.00'
 L = 186.98'
 T = 98.11'
 LC = 182.65'
 S 69°39'34" E

(i)