

**AFTER RECORDING MAIL TO:**

Anderson Ranch Homeowner's Association  
Attention: A. J. Keetch  
P. O. Box 722  
Grantsville, UT 84029

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**MASTER RESTATED AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ANDERSON RANCH SUBDIVISION**

THIS MASTER RESTATED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ANDERSON RANCH SUBDIVISION ("Master Amendment") is made this 18th day of August, 2006, by Anderson Ranch Owners Association, a Utah non-profit corporation (the "Association"), approved by the owners who currently hold ownership of more than 66% of the Class A and Class B membership.

**RECITALS**

This Master Amendment is made with reference to the following facts and objectives:

A. On or about April 18, 1997, Anderson Ranch, LLC, a Utah limited liability company, as Declarant, recorded or caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions, recorded in the office of the Tooele County Recorder as Entry No. 111225, in Book 0505, at page 0316 (the "Declaration"), to bring certain real property under the Declaration, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. On or about April 13, 2005, the Association amended parts of the Declaration by recording that certain Amendments to Declaration of Covenants, Conditions and Restrictions of Anderson Ranch Subdivision, in the office of the Tooele County Recorder on May 11, 2005 as Entry No. 240335 ("First Amendment"). The Second Amendment, however, also only included a portion of the Property, yet was intended to include all of the Property.

C. On or about April 18, 2006, the Association amended parts of the Declaration by recording that certain Amendments to Declaration of Covenants, Conditions and Restrictions of Anderson Ranch Subdivision, in the office of the Tooele

County Recorder on April 28, 2006 as Entry No. 258801 ("Third Amendment"). The Second Amendment, however, only included a portion of the Property, yet was intended to include all of the Property. The First Amendment and Second Amendment shall be collectively referred to herein as the "Amendments."

D. The Association desires to restate, confirm, document and properly record the amendments to the Declaration contained in the Amendments, and desires to have all of the Property affected by the Amendments.

E. Section 10.02(b) of the Declaration provides that any of the covenants and restrictions of the Declaration, may be amended by a recorded instrument, after voting of the members of the Association entitled to cast not less than sixty-six percent (66%) of the votes of the cumulative Class A and Class B membership.

F. The members of the Association representing more than sixty-six percent (66%) of the votes of the Class A and Class B membership of the Association now desire to restate and confirm the amendment of certain provisions in the Declaration.

NOW THEREFORE, in consideration of the premises, the Association hereby confirms and restates amendments made to the Declaration as follows:

1. Amendment to Article I: Definitions and Effect. Article I is amended by adding the following defined terms:

**Paved Surface** A paved surface shall be defined, for purpose of the Anderson Ranch CC&Rs, as a solid, firm, and level surface constructed of concrete, asphalt, brick, or stone slate. Paved surface shall meet the following minimum standard thickness:

- Concrete 4 inches
- Asphalt 3 inches
- Brick & Stone Slate: Industry-standard thickness

**Paved Portion of Lot** The paved portion of the lot shall be defined as the following:

- The driveway leading from the edge of the street to the attached garage portion of the house constructed from approved paving materials.
- Additional areas for parking may include the garage-side of the house or the side of a detached garage or out building constructed from approved paving materials.

The additional parking areas may be accessed by a gravel or secondary surface driveway. However, such access driveways may not be utilized for parking because they are not constructed or approved paving materials.

All parking areas and secondary access driveways must be submitted, reviewed, and approved by the Anderson Ranch HOA ACC.

**Sheds** A shed is a small structure, either freestanding or attached to a larger structure, for the storage of typical household items, equipment, and tools. Proposed construction of sheds on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following:

- Plot plan with location and setbacks of shed location.
- Floor plan and elevations drawings/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use: examples of items to be stored in structure. Note: Automobiles or trucks shall not be stored in sheds.

Exterior materials for garages shall match the construction materials of the home. In accordance with CCR Section 3.13 guidelines: 80% of exterior shall be masonry material.

**Garages** A garage is a structure, either freestanding or attached to a larger structure, for the parking of personal vehicles, boats, and personal recreational vehicles. Additionally, owners of building lots less than one acre in size who is proposing to store commercial vehicles and/or recreational vehicles, storage structures shall comply with these guidelines.

Proposed construction of garages on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following.

- Plot plan with location and setbacks of garage location.
- Floor plan and elevations drawing/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use: example of items to be stored in structure: Note Garages are for personal vehicles, commercial vehicles, and/or recreational vehicles. Combined vehicle storage capacity for all attached and detached garages, on any given property, shall be limited to five (5) standard-size automobiles in accordance with CCR Section 3.02.

Exterior materials for garages shall match the construction materials of the home. In accordance with CCR Section 3.13 guidelines: 80% of exterior shall be masonry material.

**Out Buildings** An out building is a freestanding structure for the storage of commercial vehicles; recreational vehicles; animal trailers; and/or approved animals and associated equipment, supplies, and feed necessary for the care of approved animals.

Out buildings will only be authorized on lots that are one acre or larger in size. Owners of lots less than one acre in size proposing to store commercial vehicles and/or recreational vehicles shall comply with "Garage" guidelines specified above.

Proposed construction of out buildings on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following:

- Plot plan with location and setbacks of outbuilding location.
- Floor plan and elevations drawings/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use: example of items to be stored in structure.

Exterior materials for out building may be masonry material in accordance with Section 3.13 or corrugated metal that complements the primary structure on the building lot.

**Stables** A stable is a small, partially enclosed structure for the sheltering of CC&R approved animals. Stables shall be authorized on lots that are one-acre or larger in size.

Proposed construction of stables on homeowner's property must be submitted to the HOA Board ACC for consideration and approval before construction is to begin. Submitted information must include the following:

- Plot plan with location and setbacks of stable location.
- Floor plan and elevations drawings/pictures of front, back and sides of structure.
- Detailed description of exterior materials to include roofing materials and color selections.
- Specify intended use.
- A Grantsville City Conditional Use Permit is required before CC&R-approved animals will be permitted on any lot.

**Commercial Vehicle** A commercial vehicle includes any vehicle used for business purposes, requires special licensing to operate, and/or exceeds weight limitations of the standard vehicle. Such vehicles include, but not limited to:

- Semi tractors and/or trailers (i.e. – cabs, refers, enclosed trailers, low-boys, etc.)
- Construction or excavation equipment (i.e. – tractors, backhoes, bobcats, etc.)
- Industrial-type trucks and/or trailers (i.e. – service, repair, delivery, etc.)
- Professional business equipment (i.e. – lawn care and landscaping construction, handy-man, etc.)

2. Amendment to Section 3.12. Section 3.12, is amended and restated in its entirety as follows:

**SECTION 3.12.** The parking or storage of commercial equipment, including, but not limited to, truck trailers or cabs, construction or excavation equipment, is prohibited. No conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted. Parking on the lawn or unpaved portion of the Lot is prohibited. *No inoperative or unlicensed vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure.* A minimum of two (2) garage spaces shall be provided.

3. **Amendment to Section 8.02.** Section 8.02, is amended and restated in its entirety as follows:

**SECTION 8.02.** So long as the Declarant owns any Lot or parcel within the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Therefore, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right to resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for an on behalf of the ACC. *In the absence of such designation, the vote of a majority of the members of the ACC shall constitute an act of the ACC.*

4. **Amendment to Section 8.06.** Section 8.06, the first paragraph of this article is amended as follows:

**SECTION 8.06, VARIANCES.** The ACC may authorize one or more variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ACC Rules/ACC standards, or any prior approval when, in the sole discretion of the ACC, circumstances exist justifying the granting of such variances. These circumstances may include, but not limited to: topography, natural obstructions, the nature and use of any relevant improvement, size of the lot and/or any improvements, compatibility with the area, aesthetics, environmental considerations and considerations of hardship. Such variances must be evidenced in writing signed by at least two(2) members of the ACC.

5. **Amendment to Section 8.07.** Section 8.07, is amended and restated in its entirety as follows:

**SECTION 8.07, APPLICATION.** To request ACC approval for the construction, alteration, modification, removal or demolition of any improvements with the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted, as hereafter provided.

All applications must contain, or have submitted therewith, two (2) copies of each of the following (collectively called “plans and specifications”) prepared in accordance with acceptable architectural standards and submitted with the application form, if any:

(a) **Site Plan:** A site plan showing the location of all structures and improvements, including fences and walls, on the Lot, together with Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the improvements, drawn at a scale not smaller than 1”/200’. In the event of garage, shed, out building or stable, the intended use of the structure shall be specified. The location and shape of each paved portion of the Lot shall be shown on the site plan.

(b) **Building Plan:** A building plot plan at a scale of no less than 1”/200’, including elevations and drawings of all sides of the structures, and together with detailed specifications showing, by sample if required by the ACC, all exterior colors, materials and finishes, including roof to be used.

(c) **Landscaping Plan:** A landscaping plan of affidavits that the minimum landscape standards are being met.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawing, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

6. **Amendment to Section 10.02.** Section 10.02(b) is hereby amended by deleting the reference to “Utah County” and substituting therein “Tooele County.”

7. **Amendment to Section 3.18.** Section 3.18 (a) is amended and restated in its entirety as follows:

*“Sod or hydro seed in the front yard and, a minimum of two (2) trees of at least two-inch (2”) caliper in the front yard Additional trees may be of a smaller size. All trees planted in the park strip or near the sidewalk must be on the Grantsville City list of approved trees for these locations. Grantsville City may have additional requirements. All homeowners are encouraged to check with the city offices on specific requirements. Approval of landscaping plans by the Association does not ensure compliance with Grantsville City requirements.”*

8. **Amendment to Section 3.17.** Section 3.17(a) is amended and restated in its entirety as follows:

*“Fences shall not be higher than six fee (6’) or project beyond (meaning towards the street) the front yard setback or the principal building (which ever is greatest) on the lot without prior approval of the ACC.*

“With ACC approval, a hedge or fence of no greater than three feet (3’) in height may be planted or installed from the front setback or principle building up to the water drainage swells. No hedge, fence or trees may be planted or installed in or through the drainage swells. Hedges must be maintained at no more than three feet (3’) at all times.

“All fences and hedges must be approved pursuant to subsection (e) below.”

9. Amendment to Section 4.05. Section 4.05(a) is amended and restated in its entirety as follows:

“Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions there of. A special assessment may be applied to the owners of a home or lot to recover legal fees incurred by the association due to enforcement of the CC&Rs against that property owner. The assessment may be recovered through the courts or a lien placed on the violator’s property. The assessment can only be applied when the outcome of such legal action favors the association.”

10. Amendment to Section 3.06. Section 3.06 is amended and restated in its entirety as follows:

“No exterior radio, television or other antennae shall be erected or maintained on a lot without the prior written approval of the ACC. No satellite dish shall be placed on the front of any home. Any satellite dish greater than thirty inch (30”) diameter must be approved by the ACC and be screened from public view.”

11. Amendment to Section 3.10. Section 3.10(e) is amended and restated in its entirety as follows:

“All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed with an approved structure or appropriately be screened from public view. Such screen must be approved by the ACC. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a lot within an enclosed structure or screened from public view. Garbage cans provided by Grantsville City or its agents must be stored within an enclosed structure or to the side or back of a home.”

12. Amendment to Section 3.12. Section 3.12 is amended and restated in its entirety as follows:

“(a) All residences shall include an attached garage space for a minimum of two (2) passenger vehicles. The parking or storage of commercial equipments, including but not limited to, trucks (trailers or cabs), construction, excavation, landscaping, or handyman equipment is prohibited; unless such restricted vehicles are parked in an HOA Board approved fully-enclosed garage.

“Parking on the lawn or unpaved portion of the lot is prohibited. No inoperative vehicle shall be parked or stored at any time on a lot unless wholly within an enclosed structure.

“(b) No motorized or non-motorized vehicles, including but not limited to trailers, boats, motor homes, passenger cars/trucks etc. that are owned/leased/rented/borrowed by any resident of Anderson Ranch subdivision or their visitors and/or guests, shall be parked or stored on any street within the development at any time. Exceptions for temporary loading and unloading, for cleaning of garage or driveway, and for short-term (not to exceed 12 hours) use of driveway will be allowed.”

13. Except as expressly set forth in this Master Amendment, all other terms and conditions of the Declaration shall remain in full force and effect. In the event of any inconsistency between this Master Amendment and the Declaration, this Master Amendment shall control.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written or as otherwise set forth herein.

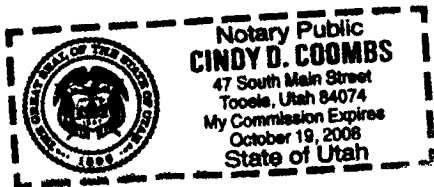
Anderson Ranch Owners Association, a Utah non-profit corporation

By: [Signature]  
A. J. Keetch, President

By: [Signature]  
Kathy Jones, Secretary

State of Utah )  
: ss  
County of Tooele )

The foregoing instrument was acknowledged before me on this 18th day of August, 2006, by A. J. Keetch, President of Anderson Ranch Owners Association, a Utah non-profit corporation.



Cindy D. Coombs  
Notary Public

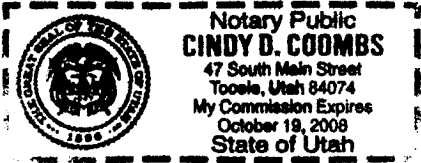


State of Utah )  
 : ss  
County of Tooele )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of ~~June~~ <sup>August</sup>, 2006, by KATHY JONES, Secretary of Anderson Ranch Owners Association, a Utah non-profit corporation.

Cindy D. Coombs  
Notary Public

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**Property Affected**  
Parcels 1 through 4 inclusive

**Parcel 1:**

All Lots contained within ANDERSON RANCH PHASE 1, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Tax Parcel No's: 15-065-0-0101 through 15-065-0-0140

**Parcel 2:**

All Lots contained within ANDERSON RANCH PHASE 2, according to the official plat thereof recorded in the office of the County Recorder, Tooele County, Utah.

Tax Parcel No's: 15-067-0-0201 through 15-067-0-0244

All of the remaining lands reserved for the proposed ANDERSON RANCH PHASE 3 and ANDERSON RANCH PHASE 4, described as follows:

**Parcel 3:**

Beginning 356.4 feet South of the Northwest Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian on the South line of Durfee Street of Grantsville City, said corner established by decree; running thence East 1525.5 feet along the South line of said Durfee Street to the Southerly line of State Highway U-112; thence South 943.8 feet to the Quarter Quarter Section line; thence East 660 feet, thence South 2640 feet, thence West 660 feet, thence North 788.15 feet to the South line of South Street as extended, thence West 1485 feet along said South line to the Section line South of the point of beginning, running thence North 1450 feet, more or less, to the North line of the property described in a Quiet Title action recorded November 7, 2002 as Entry No. 190544, in Book 796 at Page 331, thence West 561 feet, more or less, along said North line of the property described in said Quiet Title action, thence North 1254 feet to the South line of said Durfee Street, thence East 561 feet to the point of beginning.

Less and Excepting therefrom the following 5 parcels:

(1) The property Deeded to Grantsville Soil Conservation District by that certain Warranty Deed recorded March 26, 1990 as Entry No. 33331 in Book 301 at Page 182 of Official Records, described as follows:

Beginning North 0°07'37" East 1323.41 feet and South 89°37'09" West 660.0 feet from the South Quarter corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, running thence South 89°37'09" West 660.0 feet, thence North 0°07'39" East 851.0 feet, thence South 88°33'31" East 660.16 feet along an old fence line, thence South 0°07'38" West 830.0 feet to beginning.

(2) A parcel of land described as follows: Beginning at a point on the Southerly right-of-way line of Durfee Street, said point lies South 00°08'38" West, along the Section line, 357.72 feet from the Northeast corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 89°18'38" East, along said Southerly line of Durfee Street, 1523.94 feet to the East line of Government Lot 4, said lot line is shown to be in this location by fence lines shown in UDOT surveys in 1931 and 1942 and also shown to be located here by Grantsville Township plat in 1911; thence South 00°08'09" West, along said government lot line 526.36 feet, thence North 89°51'22" West, 263.44 feet; thence North 00°08'38" East, 3.87 feet; thence North 89°51'22" West, 861.50 feet; thence South 00°08'38" West, 225.00 feet; thence North 89°51'22" West 240.00 feet; thence South 00°08'38" West, 5.00 feet; thence North 89°51'22" West, 470.00 feet; thence South 00°08'38" West 30.00 feet; thence North 89°51'22" West, 250.00 feet; thence North 00°08'39" East, 800.34 feet to a point on said Southerly line; thence South 89°18'38" East, along said Southerly line of Durfee Street, 561.03 feet to the point of beginning.

(3) The property Deeded to Travis Shores by that certain Quit Claim Deed recorded August 4, 2004 as Entry No. 227124 in Book 962 at Page 1 of Official Records, described as follows: Beginning at the Southwest corner of Lot 126, of the recorded Anderson Ranch Phase 1, a Subdivision recorded in Tooele County as part of Sections 4 and 5, township 3 South, Range 5 West, Salt Lake Base and Meridian; thence South 89°51'22" East 220.00 feet to the Southeast corner of aforesaid Lot 126; thence South 00°08'38" West 15.00 feet; thence North 89°51'22" West 220.00 feet; thence North 00°08'38" East 15.00 feet to the point of beginning.

(4) Anderson Ranch Phase 2, described as:

Beginning at the Northeast Corner of Lot 117 of Anderson Ranch Phase 1 Subdivision, recorded as Entry No. 109473 in the Office of the Tooele County Recorder, said point also being South 00°08'38" West 893.66 feet along the Section line and South 89°51'22" East 399.00 feet from the Northeast Corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 89°51'22" East 591.50 feet; thence South 00°08'38" West 15.00 feet; thence South 89°51'22" East 220.00 feet; thence North 00°08'38" East 15.00 feet; thence South 89°51'22" East 50.00 feet; thence South 00°08'28" West 3.87 feet; thence South 89°51'22" East 263.44 feet; thence South 00°08'09" West 983.36 feet; thence South 82°47'00" West 91.89 feet; thence South 65°18'00" West 265.60 feet; thence South 62°01'00" West 229.99 feet; thence north 30°00'00" West 226.71 feet; thence South 60°00'00" West 170.13 feet; thence North 30°00'00" West 450.29 feet; thence North 89°51'20" West 264.60 feet; thence Westerly 189.71 feet along the arc of a 50.00 foot radius curve, chord bears North 89°51'22" West 94.72 feet; thence North 89°51'22" West 142.68 feet to the Section Line and the Easterly Boundary Line of the Newberry Parcel as recorded in the Court Decree as Entry No. 190544, in Book 796, at Page 331 in the Office of the Tooele County Recorder; thence North 00°08'38" East 1.97 feet along said Section Line and Easterly Boundary Line; thence South 89°58'30" West 561.00 feet along the Northerly Boundary Line of said Newberry Parcel; thence North 00°08'38" East 458.6 feet; thence South 89°51'22" East 250.00 feet; thence north 00°08'38" East 30.00 feet; thence South 89°51'22" East 470.00 feet; thence North 00°08'38" East 5.00 feet; thence South 89°51'22" East 240.00 feet; thence North 00°08'38" East 225.01 feet to the point of beginning.

(5) The Easternmost 363.00 feet thereof, being that portion lying outside the bounds of Grantsville City limits, also described as follows: The West 5.5 chains of the East 15.5 chains of the Southeast quarter of the Northwest quarter of Section 4, Township 3 South Range 5 West, Salt Lake Base and Meridian, and the West 5.5 chains of the East 15.5 chains of the Northeast quarter of the Southwest quarter of Section 4, Township 3 South Range 5 West, Salt Lake Base and Meridian.

Tax Parcel No.: 01-069-0-0034

Parcel 4:

ALSO, AND INCLUDING, the following: The West 5.5 chains of the East 15.5 chains of the Southeast quarter of the Northwest quarter of Section 4, Township 3 South Range 5 West, Salt Lake Base and Meridian, and the West 5.5 chains of the East 15.5 chains of the Northeast quarter of the Southwest quarter of Section 4, Township 3 South Range 5 West, Salt Lake Base and Meridian.

Less and Excepting the property Deeded to Grantsville Soil Conservation District by that certain Warranty Deed recorded March 26, 1990 as Entry No. 33331 in Book 301 at Page 182 of Official Records, described as follows:

Beginning North 0°07'37" East 1323.41 feet and South 89°37'09" West 660.0 feet from the South Quarter corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, running thence South 89°37'09" West 660.0 feet, thence North 0°07'39" East 851.0 feet, thence South 88°33'31" East 660.16 feet along an old fence line, thence South 0°07'38" West 830.0 feet to beginning.

Tax Parcel No.: 03-041-0-0007