

**DECLARATION OF ESTABLISHMENT OF  
PROTECTIVE RESTRICTIONS AND COVENANTS**

**CANYON RIM RANCHES OWNERS' ASSOCIATION**

**TO WHOM IT MAY CONCERN:**

WHEREAS, Canyon Rim Ranches Owners' Association desires to provide a general plan for the improvement, development, protection, and maintenance of Lots 100 to 199, inclusive, of Canyon Rim Ranches Subdivision, the following Declaration of Establishment of Protective Restrictions and Covenants is hereby established, and all parcels in said tract shall be sold, conveyed, and improved subject to the provisions, conditions, restrictions, and covenants herein provided, each of which is for the benefit of each lot of land in said tract as a servitude in favor of each and every other parcel of land therein as the dominant tenement or tenements.

NOW, THEREFORE, all deeds, conveyances, encumbrances, and written instruments of any kind or character hereafter made or executed and affecting title to said realty, or any part thereof in any manner whatsoever, shall be subject to the following limitations and restrictions which shall remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, except as hereinafter provided, as follows, to-wit:

**RESIDENTIAL AREA COVENANTS**

1. That the restrictions and covenants herein contained shall run with the land and be binding upon the undersigned, their grantees, heirs, successors, and assigns from and after the date hereof.
2. That the ground floor area of a family residence, exclusive of open porches, terraces, garages attached or detached, or other appurtenances (not enclosed within the walls of the residence building) shall not be less than four hundred (400) square feet.
3. That a residential building plot shall contain not more than one single-family dwelling, which area may consist of portions of a combination of lots above described. All lots or tracts shall be maintained in their original size and shape.
4. No building shall be erected, altered, placed, moved upon, or be permitted to remain on any building lots in this subdivision until the external design and location thereof has been approved in writing by the Building Committee, which shall consist of six members of the Association appointed by the Board of Trustees. At least one member of the Water Committee must be on the Building Committee. One complete set of plans and specifications (including plot plan and proof of property boundary lines) for any and all proposed improvements shall be submitted to the Building Committee. If at least three members of the Committee fail to approve or disapprove (by initialling the front page of the set of plans) such design or location within sixty (60) days after such plans have been submitted, then such approval will not be required.
5. That no building or structures shall be erected on any building lot nearer than fifty (50) feet from the center road easement line, and that no building shall be erected closer than fifty (50) feet from the side boundary lines of the lot. The lot owner erecting a building must prove to the Building Committee the location of his property lines by providing a survey from a certified surveyor or other proof acceptable to the Building Committee. No plans will be approved and no building can begin until such acceptable proof has been provided. Any variance from this side-boundary line restriction must receive Building Committee approval, which approval may only be granted if immediately-adjacent lotowners approve. No trailer, basement, tent, shack, garage, or other outbuilding placed on or erected on said lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence. Any such temporary structures must be removed each year no later than October 31. No structure shall be placed, erected, or constructed on any residential lot for use as a residence unless it meets with approval as outlined herein.

6. No commercial business of any description shall be conducted upon any of said lots or in connection therewith.

7. No animals or fowls shall be kept, raised, or housed upon any lots or tracts, except the usual house pets, such as dogs and cats; however, horses may be kept on the lots providing they are maintained in a corral or stable. Said premises shall be kept in a neat and orderly manner so as not to become offensive to property owners. Such stables and corrals shall be located on the rear 1/3 of the lot in such a manner as to be obscure as possible from neighboring lots and allow a maximum distance from lot boundaries. Stables and corrals shall occupy no more than 7,500 square feet of lot area and house or contain no more than four (4) animals. All feed and bedding material for horses shall be stored under cover.

8. (a) An easement is hereby reserved five feet in width adjacent to every Association road for the purpose of a bridal trail for the private use of property owners of Canyon Rim Ranches.

(b) An easement is hereby reserved on, over, under, across, and through the heretofore described lots for the constructions, installation, continued maintenance, repair, reconstruction, replacement, and removal of such water pipeline, electric distribution lines and circuits, and telephone lines as may from time to time become necessary to serve water, electric, and telephone installations located within the boundaries of the premises together with the right to trim and/or remove trees and/or underbrush to accommodate said lines, and reserving by the Association the sole right to convey the rights hereby reserved. All utilities shall be underground. In the event any utility easement work must be performed, which cost shall be borne by the Association and/or the utility responsible, the responsible party shall reclaim the land.

9. Each property owner who places, constructs or erects a dwelling upon any of said lots shall be required to construct a sewage disposal system in accordance with the requirements of the Board of Health of Summit County and the Utah State Department of Health to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain unless it has first passed through an absorption field approved by the health authority.

10. No trash, ashes, or any other refuse may be thrown or dumped on any of said lots or any part or portion thereof. Further, no fires shall be started or kept for the burning of any type of materials except within closed fireplaces within structures upon lots of this subdivision or fires within constructed outdoor fire, barbecue, or pit areas wherein ample protection is provided against the spread of any fires so started. No person shall permit the accumulation of debris or inflammable materials on any portion of the property covered by these covenants, and every person residing on, using, or otherwise occupying any portion of the premises shall observe good forestry practices to eliminate fire hazards.

11. No building or structure shall be placed upon any of the lots of the subdivision which shall cause unreasonable interference with the use or enjoyment of other lots in the subdivision including, but not by way of limitation, no such buildings or structures shall be constructed of materials causing bright reflective glare of sunlight to other lots in the subdivision. Furthermore, all buildings or structures, including roofs, shall be painted or stained in earth tones as approved by the Building Committee.

12. No person shall cut and/or remove live trees of more than four (4) inches in diameter without receiving prior written permission from the Association. Said permission shall not be withheld if necessary for providing space for home construction or in order to comply with good forestry practices.

13. In order for the tract to retain its natural recreational atmosphere, the Board of Trustees of the Association may expend Association money to maintain and upgrade, as deemed appropriate by the Association, the roads and water system of the Association.

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14. A non-profit corporation known as the Canyon Rim Ranches Owners' Association, hereinafter referred to as "Association," has been formed for the purpose of maintaining the roads on the property and the Association water system and to provide such additional other services to the owners of the property as shall be determined from time to time by the Association. Said Association shall have a board of five (5) Trustees who shall have the rights and power to act for and on behalf of the Association.

15. The Board of Trustees shall appoint a committee which will have responsibility to monitor and maintain the Association water system. This Water Committee shall receive no compensation for its services. No other member of the Association or its Board of Trustees shall be authorized to work on, adjust, or alter the water system without the approval of the Water Committee. Water system access points, including collection boxes, meters, and valves, shall be locked, and only the members of the Water Committee will be given keys.

16. Water connections, which must include a functioning water meter, for each lot must be approved and supervised by the Water Committee. Any lot which now has a water connection and which does not have an easily-accessible and functioning water meter by August 1, 1993, will be subject to having the Association install such a meter at the owner's expense. All lots which connect to the water system after June 1, 1993, must have received approval of such connection from the Water Committee prior to use of Association water. Failure to comply with these provisions will result in water usage being suspended. Any damage done to the Association roads as a result of water meter or other utility installation (eg., electric or phone hookups) must be repaired completely at owner's expense within 14 days of the damage.

17. The Association shall establish and post speed limit signs throughout the subdivision which lot owners agree to observe. Furthermore, only vehicles with properly functioning mufflers will be allowed on Association roads. Any injuries resulting from the failure to observe these restrictions are the sole responsibility of the injured party.

18. The discharge of any firearms of any type at any time within the boundaries of Canyon Rim Ranches, except for the purpose of self-protection or to protect property, is strictly forbidden, including during all big game and upland bird hunting seasons.

19. Any person purchasing any lot in the subdivision under an agreement of sale, real estate contract, or a land purchase contract shall be deemed the owner of said parcel for the purposes of this agreement and shall be the member of the Association in regard to said parcel.

20. This Declaration, and each and every part thereof, is and shall be construed as a covenant running with the land. All conveyances and contracts of sale relating to any of said lots, executed after the recording of this Declaration or its predecessor dated November 21, 1972, are hereby made subject to the condition and covenant that the grantee or vendee therein by the acceptance of such conveyance or contract of sale covenants for himself, his heirs, assigns, executors, administrators, and successors in interest that the Association shall have the right, power, and authority to do and/or perform and/or enforce any and all of the functions provided for in this Declaration.

#### ENFORCEMENT

21. If the owner of any such lots or parts thereof, or the heirs, successors, or assigns of any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situate in the said subdivision to prosecute any proceedings to law or in equity against the person violating or attempting to violate any such covenant and either prevent him from doing so or recover damages for such violation. Furthermore, if such violation shall occur, the Association may upon majority vote of the Board of Trustees, shut off water to the lot in violation until such violation has been cured to the satisfaction of the Board of Trustees.

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22. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#### BREACH OF RESTRICTIONS

23. The breach of the foregoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust on said premises made in good faith, but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

All of the covenants, restrictions, limitations, and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered as embodied in all deeds, conveyances, encumbrances, and written instruments, hereafter made or executed by said owner or their heirs, successors, and assigns and shall have the same force and effect as if embodied therein and made a part thereof.

IN WITNESS THEREOF, Canyon Rim Ranches Owners' Association has approved this Declaration of Establishment of Protective Restrictions and Covenants by a vote of a quorum of lot owners as stipulated in the Association By-Laws and has executed this Declaration on the 23rd day of June, 1993.

ATTEST:

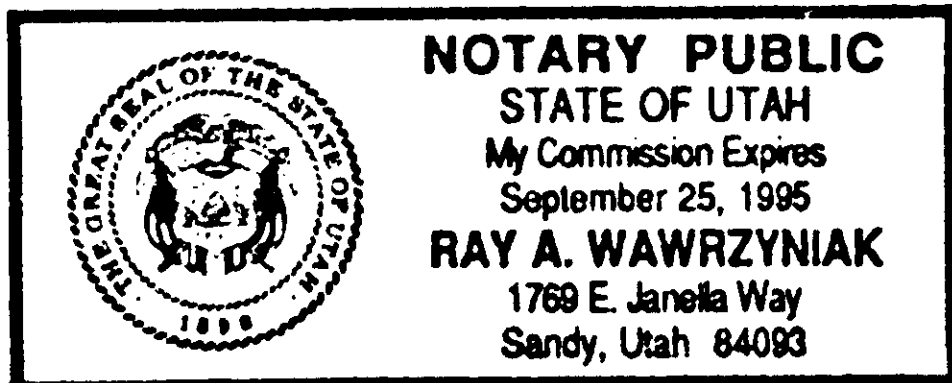
CANYON RIM RANCHES  
HOMEOWNERS ASSOCIATION

Jean M. Wawrzyniak  
SECRETARY

BY: Robert D. Barker  
PRESIDENT

STATE OF UTAH           )  
                                  : ss  
COUNTY OF SALT LAKE )

On the 23rd day of June, 1993, personally appeared before me Robert D. Barker and Jean M. Wawrzyniak, who being by me duly sworn, did say that they are the President and the Secretary, respectively, of Canyon Rim Ranches Owners' Association, a non-profit corporation, and that said instrument was signed in behalf of said non-profit corporation by authority of a resolution of its Board of Trustees, and the said Robert D. Barker and Jean M. Wawrzyniak acknowledged to me that said non-profit corporation executed the same.



Ray A. Wawrzyniak  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah  
My Commission Expires: 9-25-95

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