

When recorded, mail to:
LRH, Inc PO Box 171003
Salt Lake City, UT 84117

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
for the RIVER VALLEY RANCH AMENDED SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION (this "Declaration") is made effective June 17, 2003 by LRH, Inc. (a Utah Corporation) and Hollberg Associates, Ltd. (a Utah Limited Partnership) (hereinafter referred to individually and/or jointly as the "Developer"). This Declaration shall amend and restate, and thereby entirely supercede, that certain "Declaration of Covenants, Conditions and Restrictions for the River Valley Ranch Subdivision" (hereinafter referred to as the "Prior Declaration") that was recorded on September 24, 1999 as entry no. 00549339 of the official records of the Recorder of Summit County, Utah.

Whereas, the Developer has subdivided land into residential lots, streets, and agricultural space as designated in the plat of the RIVER VALLEY RANCH AMENDED SUBDIVISION, a subdivision, (hereinafter referred to as the "Subdivision") officially recorded by the Summit County Recorder October 22, 2001 as entry #601194, which is comprised of the following residential lots and agricultural space:

- Lot 1, containing 5.20 acres (tax serial no. RVR-1-AM)
- Lot 2, containing 5.20 acres (tax serial no. RVR-2-AM)
- Lot 3, containing 5.21 acres (tax serial no. RVR-3-AM)
- Lot 4, containing 10.00 acres (tax serial no. RVR-4-AM)
- Lot 5, containing 5.92 acres (tax serial no. RVR-5-AM)
- Parcel "A", containing 57.50 acres (tax serial no. RVR-A-AM)
- Totaling 89.03 acres

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ALAN SPRIGGS, SUMMIT CO RECORDER
2003 JUN 18 12:54 PM FEE \$29.00 BY GGB
REQUEST: LRH PROPERTIES

NOW THEREFORE, pursuant to a resolution of the lot owners of the River Valley Ranch Amended Subdivision, as allowed by the Prior Declaration (see section four), the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land herein above described and the undersigned Developer of said land hereby declares that the above described land is to be held and conveyed subject to the following described restrictions, reservations, and requirements:

**SECTION I
RESIDENTIAL LOTS**

Each and every lot included and contained in the Subdivision, as identified on the Subdivision plat, shall be known and is hereby designated as a "Residential Lot" (hereinafter referred to as a "Lot" or the "Lots"), and, except as hereinafter provided, no structure shall be erected, altered, placed or permitted to remain on any such Lot other than one single family dwelling together with a private garage for storage of vehicles. In addition to the one dwelling and the garage as herein above permitted, there may be erected, altered, placed or permitted to remain on such Lot: guest or domestic help quarters, stables, corrals, barns, storage sheds, green houses, pools, pool houses, spas, recreational courts, gazebos, and other similar structures. No Lot in the Subdivision shall be used except for single family residential purposes. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the Subdivision. Except as hereinafter provided, no Lot shall be parceled, divided or subdivided.

**SECTION II
USE RESTRICTIONS - RESIDENTIAL LOTS**

II-A DWELLING QUALITY

1. The following are prohibited: a.) A-frame or Modified A-frame structures. b.) Flat roofed structures. c.) Mobile homes converted to immobile dwellings. d) Prefabricated housing structures.
2. The primary dwelling on each Lot shall include an enclosed garage large enough for two or more automobiles. The garage shall be equipped with operable garage doors. Carports or other similar structures shall not be allowed.

II-B BUILDING LOCATION

1. In order to preserve the visual corridors of the Subdivision, no structure or building shall be placed, constructed, erected or allowed to remain on Lot No. 1, Lot No. 2 or Lot No. 3, as designated on the Subdivision plat, that is more than 300 feet from the Easterly boundary of said Lots.

II-C EXTERIOR MATERIALS AND LIGHTING

1. Exterior siding materials of all dwellings and all other buildings and structures may be made of the following materials only: natural wood products (excluding wood veneers, plywood, or compressed wood products), stone, stone veneer or stucco. Where stucco or wood (except solid log) exteriors are used on the primary dwelling or guest dwelling, a minimum of 35% of the total exterior siding area (not including windows and doors) must be faced with stone. The minimum diameter for logs on exterior walls is eight inches. Aluminum or copper soffit and fascia coverings will be permitted. Painted steel panel exteriors may be used on buildings other than the primary or guest dwelling. All exterior colors shall blend in with the natural surroundings.

2. Mirror coated glass shall not be allowed on exterior windows.

3. Concrete foundations that are visible from beyond the Lot boundary and that extend more than 20 inches above ground level shall be faced with an approved exterior material on all areas above the 20 inch level.

4. All exterior lighting shall be designed and installed in such a way so as to minimize glare and avoid lighting of any adjacent Lots or agricultural space. All light fixtures utilizing over 40 watts or 400 lumens shall be screened so that all light is directed downward in such a way that any area within an adjacent Lot or open space is not illuminated by the fixture. Allowed fixtures shall not be "banked together" in order to cumulatively create more light than would otherwise be allowed.

5. The roof pitch on all buildings shall not be less than a six-twelve pitch. The following roofing materials shall be allowed: a) Bartile brand tile or similar as approved by Developer. b) Non-reflective Skyline metal panel (BHP Mfg. or similar) as approved by Developer. c) Architectural style fiberglass/asphalt shingle with a minimum 30 year life. d) Wood shingle.

6. Antennas and other similar devices attached to a building or structure shall not extend more than five feet above the place where they are attached. Freestanding antenna shall not exceed 15 feet in height.

7. Metal venting for fireplaces, stoves or other fixtures may not be left exposed on the exterior sides of any structure (excluding the roof). For fire protection purposes, all combustion exhaust vents, except those used for natural gas burning equipment, shall be equipped with a blocking device that will not allow sparks or other hot material to escape from the vent.

8. New or improved exterior materials must be approved by the Association and Developer as they become available.

II-D PROJECT COMPLETION

Once begun, any improvements, construction, landscaping, or alterations shall be diligently prosecuted to completion.

II-E TEMPORARY STRUCTURES

Except as allowed below, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot, either temporarily or permanently. During the initial construction of the primary dwelling only, a trailer or mobile home in good exterior condition shall be allowed as a living quarters on the Lot for a period not to exceed six months.

II-F MAIL BOXES, FENCES AND LANDSCAPING

1. Until such time as mail delivery service is available directly to the Lots, the Developer shall determine the location of, and install the mailboxes used by all Lots in the Subdivision. The mailboxes will be banked together in order to minimize clutter along Subdivision roads. The Developer may charge Lot owners through the Owner's Association on a pro-rated basis for maintenance and upkeep of the boxes and any facility built to house them.
2. Fences may be constructed of wood pole/post, stone or steel pipe only. Perimeter fences that border on agricultural space, and do not run along Subdivision roads, may be constructed of barb wire or field fence. The Lot owner shall be responsible for maintaining said perimeter fences on their Lot so as to keep out all livestock. Fences shall be no taller than five feet, and fence colors shall blend in with the natural surroundings (white or similar color is not allowed).
3. All areas disturbed during construction of the primary dwelling, or any other improvement, shall be landscaped within a period of 180 days following the initial occupancy of the dwelling, or upon completion of the improvement if it is not the primary dwelling. (A grace period will be allowed during winter months) Said landscaping shall be designed to: a) enhance the visual appeal of the Lot, b) provide a fire break for the dwelling; c) stop erosion of soils around the dwelling or improvement; d) stop the growth of weeds; and e) reduce blowing dust. Landscape materials shall include native grass, plants and trees, and/or irrigated grass, plants and trees. Care should be taken that the water requirements of the landscape materials is within the water right allotted to the Lot. Existing trees shall not be removed unless they are considered a fire hazard or are located where a structure or driveway is to be placed. Lot owners MUST keep their Lots free of weeds (as defined by Summit County) and other vegetation that may spread with a negative effect to adjacent agricultural lands.

II-G OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil, oil products, or natural gas shall be erected, maintained or permitted upon any Lot.

II-H TRADES AND OFFENSIVE USES

1. The Lots are not intended for and shall not under any circumstances be used for commercial purposes. No more than three dogs shall be allowed on any one Lot at any time. Lot owners shall keep their livestock and pets from running free outside of their Lot boundaries. Stables and other facilities to hold animals shall be kept clean so as to minimize odors.
2. Other than as is normally required for construction and real estate purposes, the Lots within the Subdivision shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purposes other than a traditional home business as defined in the Summit County Development Code.

II-I SIGNS

1. Signs shall not be displayed on any Lot except as follows: 1.) One "decorative sign" located at or near the entrance to each residence from the Subdivision road. 2.) Legal notices. 3.) One sign of not more than five square feet advertising the property for sale or rent, and/or used by the builder to advertise the property during the construction and sale of a dwelling. All signs shall be professionally produced. Electric or neon signs are prohibited.
2. Developer shall have the right to place signs throughout the Subdivision promoting the sale of Lots in the Subdivision and for the purpose of attracting and directing potential buyers, or identifying Lots and/or boundaries of said Lots.

II-J PARKING AND STORAGE OF VEHICLES

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No vehicle, trailer or other equipment of any kind shall be parked overnight on any Subdivision roadway. All vehicles, including recreational vehicles, must be stored in a garage, with the following exception: a.) Up to two operable vehicles in good condition may be parked in the driveway of each Lot. b.) One boat and one trailer or motor

home, with a maximum length of 30 feet each, may be stored outside of a garage if they are placed in an area behind the front line of the primary dwelling on any side where the Lot fronts a Subdivision road, and if the exterior of the equipment is in good condition.

II-K GARBAGE AND RUBBISH REMOVAL

Until such time as municipal trash collection is provided to each Lot, all Lot owners shall share equally the cost of weekly household trash removal service. An owner that produces an unusual amount of material for the trash bin shall pay for any extra removal costs. The trash bin location for this service shall be determined by the Developer. No Lot shall be maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, rubbish, garbage or other waste shall be kept in covered sanitary containers until disposal, and may not be burned upon any Lot at any time.

II-L UNDERGROUND UTILITY LINES

Except those placed during or before the initial Subdivision development, all permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utilities installed within any Lot must be buried underground. Electrical meter stands for each Lot (if required by the utility provider) shall be made of concrete with a stone facade, the cost of which shall be paid by the Lot owner.

II-M ROADWAY AND UTILITY RIGHT-OF-WAY AND EASEMENTS

1. Within the following rights-of-way and easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the purposes of the right-of-way and easement or the installation and maintenance of utilities, or which may change the flow of drainage and irrigation channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority, utility company, or other entity is responsible.
2. A twenty-four (24) foot wide right-of-way for ingress and egress is granted over all roads shown on the Subdivision plat. Said right-of-way is granted to the owners of real property within the Subdivision and their invitees, solely for the purpose of ingress and egress to their respective property from a public road, and to other property owned by them within the Subdivision. At the Developer's sole discretion, said right-of-way may be granted to owners of property adjacent to the Subdivision. Lot owners shall not gate or otherwise cause access to be impeded in any way over said right-of-way. A cattle guard may be installed along said right-of-way with Developer's written approval of location and design. At the Developer's discretion, an automatic gate may be placed at the entrance to the Subdivision from the public road. The emergency access road shown on the Subdivision plat is for emergency access only, and may be gated and locked at the Developer's discretion. The location of said emergency access road may be realigned by the Developer to better fit the topography and Lot layout.
3. A right-of-way and easement for installation, maintenance and upgrade of utilities, irrigation and drainage facilities and systems are reserved over the front ten feet of each lot, over the side and rear ten feet of each Lot, and along all Subdivision roadways (measuring ten feet out from each side of the roadways). If required, Lot owners shall provide the necessary additional documentation of said right-of-way and easement, in recordable form, to a utility provider. A 20 foot wide right-of-way and easement for maintenance and upgrade of the existing irrigation system is reserved over any part of the existing irrigation system that is located outside of the easements shown on the Subdivision plat.

II-O MAINTENANCE OF PROPERTY

All Lots and all improvements on any Lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and slightly condition and in good repair at all times.

SECTION III SEWAGE, ROADS, WATER AND UTILITIES

III-A SEWAGE DISPOSAL

Until such time as a sanitary sewer system may be constructed to serve the Subdivision, an individual sewage disposal system constructed in accordance with the requirements of the Utah State Department of Environmental Quality and/or the Summit County Health Department shall be installed to serve each dwelling. Such installation is to be made by and at the expense of the owner of each Lot. The effluent from such systems shall not be discharged into any stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by said State and/or County Department. Except as required during the initial construction of the primary dwelling, no outside privy, either temporary or permanent, shall be erected, used, or permitted to remain on any Lot in the Subdivision

III-B ROADS

1. The following costs shall be managed by the Owners Association (see section VI, the "Association"): 1.) Maintenance and improvement of Subdivision roads shown on the Subdivision plat. 2.) Maintenance and improvement of any protective dike that runs between a Subdivision road and the Weber River. 3.) Snow removal services from the state road to the end of all Subdivision roads identified on the Subdivision plat. 4.) Any liability insurance deemed necessary by a majority of Lot owners to cover potential liability costs related to Subdivision roads.
2. A maintenance fund will be established by the Owners Association to pay for said costs, into which assessments from individual Lot owners will be placed and held until such time as funds are needed. Each Lot owner shall be assessed one fifth (1/5) of the total costs. The Association will bill each Lot owner on a quarterly basis for these assessments. Major improvements, increases in quarterly assessments, or special assessments will be made only by a majority vote of the Association. The Developer reserves the right to make any road improvements to roads in the Subdivision without approval from other Lot owners or the Association, provided that all construction costs of the improvements are paid by the Developer.

III-C WATER: CULINARY, IRRIGATION AND FIRE PROTECTION

1. Culinary water shall be obtained by contract with the Weber Basin Water Conservancy District ("WBW") and supplied to each participating Lot in the Subdivision by a private water system constructed and installed at the expense of the Developer. Lots 1,2,3 and 5, hereinafter are referred to as the "Participating Lot(s)". Lot 4 is currently supplied by its own well and shall not have a share in the use and costs of said water system. Each Participating Lot shall be provided with a WBW contract for the use of one acre foot of water, which shall remain with the Participating Lot when sold to any subsequent buyers. Payment of the annual fee charged by WBW shall be the responsibility of each Participating Lot owner. With the written approval of the Developer, and evidence of a valid water right, each Participating Lot may receive up to one additional acre foot of water through said water system. No Lot shall use more water than its allocated right.
2. The Association will bill each Participating Lot owner on a quarterly basis for the cost of operation, maintenance and upkeep of the water system, well and storage facility. Costs shall be allocated proportionally based on the number of gallons of water provided to each Participating Lot during the previous quarter. Each Lot owner is responsible for pipe installation and maintenance from the water meter on their Lot to the point of use. Decisions regarding major improvements to the water system will be made by a majority vote of the Participating Lot Owners and the Developer. The Developer reserves the right to make any improvements, additions or modifications to the system without approval from other Lot owners or the Association, provided that all construction costs are paid by Developer. The water well, tanks and system shall remain the property of Developer. A Lot owner may, at their own expense, develop a source of water located within their Lot with a maximum annual usage of two acre feet of water.
3. The water supply line to each Participating Lot shall be fitted with a permanent totalizing meter to measure water delivered, and a back flow device to prevent any back flow of water to the main system.
4. Water for fire fighting purposes within the Subdivision shall be delivered through a system constructed by the Developer as required by the presiding fire department. Said water system shall remain the property of the Developer. All maintenance and operational costs pertaining to the fire system, including costs pertaining to the diversion dam that diverts water to the holding pond, shall be allocated to Lot owners by the Association in the same manner outlined for road maintenance in section III-B. **00662323 Bk01543 Pg01071**
5. Irrigation water utilized by the Subdivision is currently delivered through an existing irrigation system located within the Subdivision as evidenced by Utah Division of Water Rights water right number 35-8594 (the "Water

Right"). The owners of the Water Right shall select an individual (the "Water Master") to oversee and manage the irrigation system, including the movement of water through the irrigation system, and any required maintenance of the irrigation system. Decisions regarding major improvements or modifications of the irrigation system, and selection of the Water Master shall be made by a majority vote of the Water Right owners based upon one vote per acre foot of water owned as part of the Water Right (example: if a person owns an interest in the Water Right equivalent to 15.25 acre feet of water, they would be entitled to 15 votes) All related costs pertaining to the Water Right and the irrigation system shall be pro-rated by the Water Right owners based upon the number of acre feet of water owned.

SECTION IV RESTRICTION TO RUN WITH THE LAND

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in any Lot in the Subdivision or any part thereof. These covenants, restrictions, reservations, and requirements may not be amended, modified, or changed except by a vote of the then owners of 80 percent of said Lots and the written approval of the Developer.

SECTION V THE DEVELOPER

All rights, duties, interests, and responsibilities of the Developer may be assigned to another person(s), firm or corporation. The Developer may also relinquish said rights, duties, interest, and responsibilities by recorded notice once the Subdivision is complete.

SECTION VI OWNER'S ASSOCIATION

1. The Developer or its agent shall cause to be formed, according to Utah state law, a non-profit corporation to be known as The River Valley Ranch Owners Association Inc. (the "Association") or a similar name. The Association shall be responsible for the following: a) Road maintenance and other costs as outlined in section III-B. b) Fire protection water system costs as outlined in section III-C. c.) Weekly household trash removal costs as outlined in section II-K.
2. All persons or entities who are at the time of reference an owner of fee title to a Lot located in the Subdivision are also, and shall be, a member of the Association and shall be entitled to one vote per Lot owned in the Subdivision. In no case shall any one Lot be allowed more than one vote. Membership in the Association shall begin immediately and automatically upon becoming an owner of fee title to a Lot in the Subdivision, and shall cease immediately and automatically upon ceasing to be an owner of fee title to said Lot. The Developer shall have the right to include Lot owners in any other subdivision adjacent to or within the Subdivision as Members of the Association with full voting rights and benefits.
3. All Members of the Association shall be subject to assessments ("Assessments") by the Association from time to time as provided in the Association's Articles of Incorporation, Bylaws or other governing documents, or as otherwise may be reasonably necessary or advisable to cover the Association's expenses and liabilities and to provide (on an equitable basis with all other Lot owners) funding to fully comply with the Association's duties hereunder. All Members of the Association shall be personally liable to the Association for payment of such Assessments. The unpaid amount of any Assessment against a Member shall constitute a lien against that Member's Lot prior to all other liens except only a) liens for taxes and assessments against that Lot lawfully imposed by a public authority; and b) the lien of any trust deed or mortgage encumbering such Lot that is of record as of the Association's recording of an Assessment Lien (defined below) against that Lot.
4. Each Member shall be deemed to have granted the Association an irrevocable power of attorney, coupled with an interest, to record a notice of assessment lien (an "Assessment Lien") against that Owner's Lot if such Owner at any time, or from time to time, fails to timely pay any Assessment. The Association may foreclose an Assessment Lien in the manner provided under Utah law for foreclosure of mortgages.

5. All Members of the Association shall be subject to any rules or regulations established by the Association and approved by Developer from time to time and shall be liable to the Association for payment of any fines levied by the Association. Members shall not be personally or individually liable for the debts or obligations of the Association.

SECTION VII
PENALTY FOR VIOLATION

If parties now claiming any interest in Lots in the Subdivision, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other Lot or Lots in the Subdivision, or for the Developer, to initiate proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate such covenant or restriction and hereby prohibit him from so doing and/or recover damages or seek other appropriate relief for such violation. In the event that an action is brought pursuant to this section, the prevailing party shall be awarded court costs and reasonable attorneys fees, whether incurred with or without trial, on appeal, or in any bankruptcy or insolvency proceeding.


SECTION VIII
SAVING CLAUSE

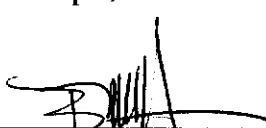
If any covenant, restriction or provision herein above set forth be declared invalid or unenforceable by a judgment or order of any court of competent jurisdiction or by other official decree, such action shall not affect in any way any of the other provisions hereof, which shall remain in full force and effect.

WITNESS, the hand of said grantor(s), this 6th day of June, 2003.

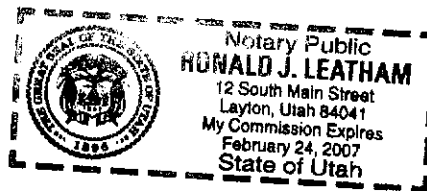
LRH Inc., a Utah Corporation
(Developer, Owner Lots 1,2,&3)

HOLLBERG ASSOCIATES, LTD, a Utah Partnership
(Developer, Owner Lot 5 & Parcel A)


By: Brett Hollberg, Vice-President


By: Brett Hollberg, General Partner

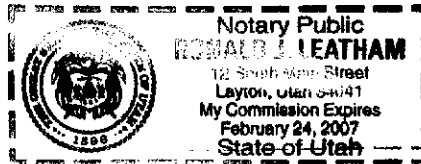
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)



On the 1st day of June, 2003, personally appeared before me, Brett Hollberg, the signer of the within instrument, who duly acknowledged to me that he is the Vice-President of LRH, Inc., a Utah Corporation, and that foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors.

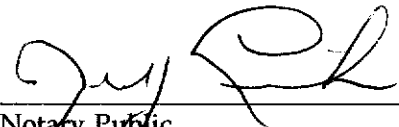

Notary Public

My commission expires: 2-28-07
Residing at: SALT LAKE CITY



STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 17 day of JUNE, 2003, personally appeared before me, Brett Hollberg, general partner of HOLLBERG ASSOCIATES, LTD, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and behalf of said partnership, as general partner therein.



Notary Public

My commission expires: 2-28-07
Residing at: SALT LAKE CITY