

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
and the RIVER VALLEY RANCH 2ND AMENDED SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION (this "Declaration") is made effective September 15, 2005 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 Amended Subdivision" (hereinafter referred to as the "Prior Declaration") that was recorded on June 18, 2003 as entry no. 00662323 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 on the plats of the RIVER VALLEY RANCH AMENDED SUBDIVISION and the RIVER VALLEY RANCH 2ND AMENDED SUBDIVISION, (hereinafter referred to as the "Subdivision") officially recorded by the Summit County Recorder October 22, 2001 as entry #601194, and July 1, 2005 as entry #741171, respectively, 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)
- Lot 6, containing 5.22 acres (tax serial no. RVR-6-2AM)
- AG Parcel A1, containing 15.65 acres (tax serial no.)
- AG Parcel A2, containing 7.24 acres (tax serial no.)
- AG Parcel A3, containing 16.03 acres (tax serial no.)
- AG Parcel A6, containing 13.36 acres (tax serial no.)
- Totalling 89.03 acres

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ALAN SPRIGGS, SUMMIT CO RECORDER
2005 SEP 15 13:27 PM FEE \$31.00 BY BJW
REQUEST: LRH PROPERTIES

NOW THEREFORE, pursuant to the approval of 80% of the lot owners of the River Valley Ranch Amended Subdivision, and the Developer, as allowed by the Prior Declaration (see section four thereof), the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land herein above described and the undersigned hereby declare that the above described land is to be held and conveyed subject to the following described restrictions, reservations, and requirements:

**SECTION I
RESIDENTIAL LOTS, AG PARCELS**

1. Each and every lot included and contained in the Subdivision, as identified on the Subdivision plats as Lots 1-6, shall be known and are 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, 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. No Lot shall be further parceled, divided or subdivided.
2. The agricultural parcels included in the Subdivision and identified as AG Parcels shall be permanently restricted from use for residential development.

**SECTION II
OWNER'S ASSOCIATION**

1. The Developer has caused to be formed, according to Utah state law, a not-for-profit corporation known as The River Valley Ranch Owners Association, Inc. (the "Association"). The Association shall be responsible for the following: a) Road maintenance and other costs as outlined in section IV-A. b) Fire protection, irrigation and culinary water system costs as outlined in section IV-B. c) Enforcement of the Covenants, Conditions and Restrictions as defined herein.
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

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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.

3. All Members of the Association shall be subject to assessments ("Assessment(s)") 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 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 III USE RESTRICTIONS - RESIDENTIAL LOTS AND AG PARCELS

III-A DWELLING QUALITY

1. The following are prohibited on Residential Lots: 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.
3. All structures located on an AG Parcel shall be located and landscaped so as to minimize impact on the meadow view corridor. Residential structures or use are strictly forbidden on AG Parcels.

III-B BUILDING LOCATION

1. In order to preserve the visual corridors of the Subdivision, the primary dwellings for Lot No. 1, Lot No. 2 and Lot No. 3 shall not be placed, constructed, erected or allowed to remain on, in any area that is more than 300 feet from the Easterly boundary of said Lots.

III-C EXTERIOR MATERIALS AND LIGHTING

1. The exterior colors of all dwellings and all other buildings and structures shall be such that they reasonably blend in with the natural surroundings. Where stucco or wood style exteriors are used on the primary dwelling or guest dwelling, a minimum of 20% of the total exterior siding area (not including windows and doors) must be faced with stone.
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 10 inches above ground level shall be faced with an approved exterior material on all areas above the 10 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 AG Parcels. 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. Seasonal decorative lights, such as Christmas lights, shall be permitted during the particular season.
5. The roof pitch on all buildings located on a Lot shall not be less than a five-twelve pitch. The following roofing materials shall be allowed: a) Bartile brand tile, slate or similar material. b) Non-reflective Skyline metal panel (BHP Mfg. or similar). 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. No cellular tower or freestanding antenna shall be allowed.

III-D PROJECT COMPLETION

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

III-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 12 months.

III-F MAIL BOXES, FENCES AND LANDSCAPING

1. The Subdivision mailboxes shall be banked together at the entrance to the Subdivision. The Owner's Association shall be responsible for maintenance and upkeep of the boxes and any facility built to house them. Owners may not install their own delivery boxes at the entrance.

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 River Valley Drive, may be constructed of barb wire or field fence with wood or steel posts. Each Lot owner shall be responsible for maintaining the perimeter fences on their Lot so as to keep out all livestock. Fences and walls 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. 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.

III-G OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or AG Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or AG Parcel. 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 or AG Parcel.

III-H TRADES AND OFFENSIVE USES

1. The Lots and AG Parcels are not intended for and shall not under any circumstances be used for non-agricultural commercial purposes. No more than three dogs shall be allowed on any one Lot or attached AG Parcel at any time. Pigs, mink, ermine or swine shall not be kept on any Lot or AG Parcel. Property owners shall keep their livestock and pets from running free outside of their property 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 not be occupied or used for commercial or business purposes other than a traditional home business as defined in the Summit County Development Code.

III-I SIGNS

1. Signs shall not be displayed on any Lot or AG Parcel 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.

III-J PARKING AND STORAGE OF VEHICLES

No vehicle, trailer or other equipment of any kind shall be parked overnight on River Valley Drive. 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.

III-K GARBAGE AND RUBBISH REMOVAL

Municipal trash collection is provided at the entrance to the Subdivision. The trash bin location shall be constructed and maintained by the Association. 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 or AG Parcel at any time.

III-L UNDERGROUND UTILITY LINES

All permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utilities installed within any Lot or AG Parcel must be buried underground.

III-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 and all improvements in it shall be maintained continuously by the owner, 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 River Valley Ranch 2nd Amended 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. 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 property owners discretion.

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 road right-of-way). A 20 foot wide right-of-way and easement for maintenance and upgrade of the existing irrigation, culinary and fire protection water systems is reserved over any part of said systems that are located outside of the easements shown on the Subdivision plat.

III-O MAINTENANCE OF PROPERTY

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

SECTION IV ROADS, WATER AND UTILITIES

IV-A ROADS

1. The following costs shall be managed by the Association: 1.) Maintenance and improvement of River Valley Drive. 2.) Maintenance and improvement of any protective dike located within the Subdivision. 3.) Snow removal services from the public road to the end of River Valley Drive. 4.) Any liability insurance deemed necessary by a majority of Lot owners to cover potential liability costs related to Subdivision roads. 5.) Installation, improvement and maintenance of an automatic gate, lighting, signage and other features at the entrance to the subdivision.

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 sixth (1/6) of the total costs. The Association will bill each Lot owner on a quarterly basis for these assessments. Major improvements, or special assessments shall be made only with 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, and provided the improvements are within existing rights of way.

IV-B 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 culinary water system. Lots 1,2,3,5 and 6, hereinafter referred to as the "Participating Lot(s)", shall have use of the water system. 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 Association, 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 an annual 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.. The water well, tanks and system shall be the property of Association. A Lot owner may, at their own expense, develop a source of water located within their Lot with a maximum annual usage of four 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 dry hydrant fed from the holding ponds located on Lots 3 and 4. All maintenance and operational costs pertaining to the fire system, including costs pertaining to the diversion dam that diverts water to the holding ponds, shall be allocated to Lot owners by the Association in the same manner outlined for road maintenance in section IV-B.
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 Right owned. All costs pertaining to the Water Right and the irrigation system shall be assessed to the Water Right owners based proportionally by the number of acre feet of water owned.

SECTION V 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 VI 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 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.

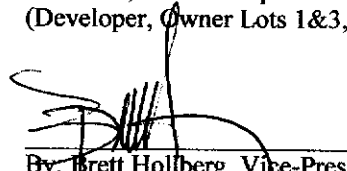
SECTION VIII
SAVING CLAUSE

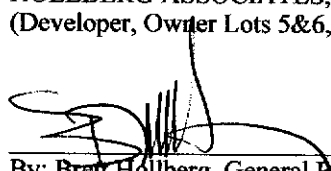
If any covenant, restriction or provision herein above set forth be declared invalid or unenforceable by a judgment or order of any court of competent jurisdiction or by other official decree, such action shall not affect in any way any of the other provisions hereof, which shall remain in full force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

WITNESS, the hand of said grantor(s), this 15 day of SEPTEMBER, 2005.

LRH Inc., a Utah Corporation
(Developer, Owner Lots 1&3, AG Parcels A1 & A3)

HOLLBERG ASSOCIATES, LTD, a Utah Partnership
(Developer, Owner Lots 5&6, AG Parcel A6)


By: Brett Hollberg, Vice-President


By: Brett Hollberg, General Partner

LOIS R. HERMANSEN
(Owner, Lot 2, AG Parcel A2)

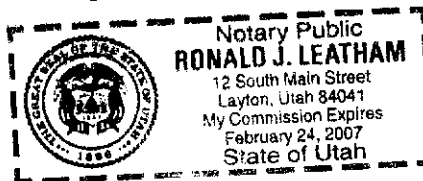

Lois R. Hermansen

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 15 day of SEPTEMBER, 2005, 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

Official Notary Stamp:

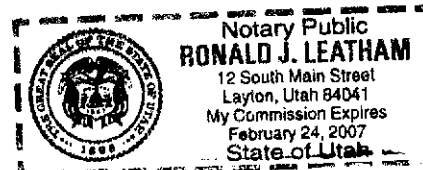


STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 15 day of SEPTEMBER, 2005, 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

Official Notary Stamp:



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15 day of Sept, 2005, personally appeared before me, LOIS R. HERMANSEN, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Notary Public

Official Notary Stamp:

