

AMENDED 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 Amended 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 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 amended 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 initialing 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.

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REQUEST: CANYON RIM RANCHES ASSOCIATION

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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 lot owners 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. 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.

i. Notwithstanding the above, an owner will be permitted the use of a trailer for temporary residential purposes for a period of three (3) years as long as substantial progress is being made towards the construction of a permanent residence. Substantial progress may include site preparation, landscaping, installation of utilities and septic systems and foundation and structural installations in accordance with plans that have been submitted and approved by the Building Committee. Any lot owners using trailers for this purpose must demonstrate to the satisfaction of the Building Committee or the Board of Trustees that safe and sanitary waste disposal practices are being followed. Trailers must be removed by October 31 of each year. Upon receipt of a written petition by an owner, the Board of Trustees may, in its sole discretion, extend the three (3) year period.

ii. Use of trailers by visitors or owners for periods not to exceed fourteen (14) consecutive days is permitted provided that sanitary waste disposal practices are followed.

6. Only single family dwellings and associated facilities such as garages sheds and gazebos may be constructed on any lot. Such dwelling shall be primarily owner occupied and shall not be commercially leased or rented to any third party for any period of time unless approved by the Board of Trustees. Unless approved by the Board of Trustees, a property owner shall not construct a dwelling on his or her property with the principal business motive of selling the lot and dwelling on speculation. No commercial business of any description shall be conducted on any lot, from any dwelling, or in connection therewith. All lots and dwellings shall be used for residential purposes only.

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. Stable 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 installations located within the boundaries or 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 any 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 with 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 or 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 recreation 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.

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 (e.g., electric or phone hookups) must be repaired completely at owner's expense within 14 days of 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 Amended 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 Amended Declaration or its predecessors dated November 21, 1972 and June 23, 1993, 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 of, 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 situated 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.

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, restriction, 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 Amended Declaration of Establishment of Protective Restrictions and Covenants by a vote of a quorum of ~~lot~~²⁸⁺ owners as stipulated in the Association By-Laws and has executed this Declaration on the 28 day of August 2006.

ATTEST:

CANYON RIM RANCHES
OWNERS' ASSOCIATION

Nancy Schmidt

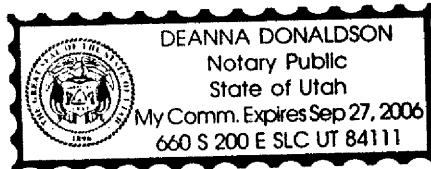
Nancy F. Schmidt, Secretary

Lowell F. Gill

Lowell F. Gill, Chairman

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 27 day of September, 2006, personally appeared before me Lowell F. Gill and Nancy F. Schmidt, who being by me duly sworn, did say that they are the Chairman 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 Lowell F. Gill and Nancy F. Schmidt acknowledged to me that said non-profit corporation executed the same.





Notary Public
Residing at Salt Lake City, Utah
My Commission Expires: 9-27-2006

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ADDENDUM

EXHIBIT A: Legal description of properties

Canyon Rim Ranches consists of 71 lots, numbered nonconsecutively from 100-199. Canyon Rim Ranches is located in Subdivision Plat A in Section 29, Township 1 North, Range 7 East. Attached is a list of lot numbers and owners.

EXHIBIT B: Summit County Tax Serial Numbers

The tax serial numbers consist of CMA-100 through CMA-199, listed by nonconsecutive lot number.

<u>Lot</u>	<u>Name</u>	<u>Address</u>	<u>City</u>
100	Lynn B & Mary Hales	256 South 1200 East	Salt Lake City, UT 84102-2651
101	Richard R. & Karen Flynn, MD	2342 So. Dallin	Salt Lake City, UT 84109
102	Richard & Nancy Schmidt	6940 South Knudsen Mill Circle	Salt Lake City, UT 84121
103	Richard & Nancy Schmidt	6940 South Knudsen Mill Circle	Salt Lake City, UT 84121
104	Earl & Susanne Standing	265 North Washington Blvd.	Ogden, UT 84404
105	Frank & Joanne Noyes	9400 Cunningham Road	Cincinnati, OH 45243
106	Tom & Carol Jepperson	2156 E. Lonsdale Drive	Salt Lake City, Utah 84121
107	Dale & Elaine Ensign	1012 Eagles Nest Circle	North Salt Lake, Utah 84054-3335
108	Genevieve Olsen	4579 Sycamore Drive	Salt Lake City, Utah 84117-4350
109	Genevieve Olsen	4579 Sycamore Drive	Salt Lake City, Utah 84117-4350
110	Edwin J. & Kathleen Garn	1267 Chandler Circle	Salt Lake City, Utah 84103
111	Edwin J. & Kathleen Garn	1267 Chandler Circle	Salt Lake City, Utah 84103
112	Mike and Harper Davies	4482 Fortuna Way	Salt Lake City, Utah 84124
113	Bill Spiker	is 801-272-6540, cell phone numt	Corona, CA 92880-1265
114	Todd Bowthorpe	is mike.davies@ihc.com.	Kamas, UT 84036
115	Kay & Jean Haws	318 East 1350 North	Bountiful, Utah 84010
116	Kay & Jean Haws	318 East 1350 North	Bountiful, Utah 84010
117	Kay & Jean Haws	318 East 1350 North	Bountiful, Utah 84010
118	Steve & Erin Aste	2924 Caitland Court	Salt Lake City, Utah 84121-7018
119	Louise Greco	2464 South 1500 East	Salt Lake City, Utah 84106
120	Kathleen Utley	1787 North 300 West	Centerville, UT 84014
121	Arlene Erdmann	6790 South 345 East	Midvale, Utah 84047-1332
122	Donald & Judy Johnston	2373 East 6660 South	Salt Lake City, Utah 84121
123	Bob & Jaci North	5125 South 1000 East	Salt Lake City, Utah 84117-6613
124	Andy & Kellie VanderVeur	2836 Wayman View Court	Holladay, Ut 84117
125	Lowell & Sheila Gill	614 Evesham Drive	Murray, Utah 84107-6534
127	John E. Forster & Judy Black	40 West 2950 South	Salt Lake City, Utah 84115
128	Ralph & Peggy Montrone	1877 Harvard Ave.	Salt Lake City, Utah 84108
129	William & June Weems	5499 Woodcrest Drive	Salt Lake City, Utah 84117-7554
130	Ron & Rhea Thurman	343 East Pavilion Circle	Saratoga Springs, Utah 84043-8132
131	F. Ray Satterfield	2251 Alva Circle	Salt Lake City, Utah 84109
132	Gil & Cynthia Williams	95 Fox Den Road	Midway, Utah 84049-6848
133	Mary Ann Anderson	3394 East 8350 South	Salt Lake City, UT 84121-5875
134	Bradford P. Lester	3024 SE 59th Avenue	Portland, OR 97206
135	Eric W. Harper & Michael W. Harp	6 Federal Way	Groveland, MA 01834
136	Stephanie Moore	2541 van Buren Ave.	Ogden, UT 84401
137	Carl O. & Diane Andra	5530 W. Paulette Ave.	West Valley City, Utah 84120-2722
138	William S. Bowen	2960 E. Devonshire Circle	Salt Lake City, Utah 84108

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139 Leonard (& Thalia) Swinyer MD	4970 Waimea Way	Salt Lake City, Utah 84117
140 Clarence & Ann Moon	1148 South 200 West	Orem, Utah 84058
141 Jeff & Janene Tanner	738 East Point Hills Cove	Draper, UT 84020-8553
142 Garland, Jessica+B81 & Janet Ter	10044 Morgan Grove Way	Sandy, Utah 84092-4445
143 Merrill & Charlene Wells	10809 South Tamarack Drive	Sandy, Utah 84094-5049
144 Craig & Martha Rushforth	1152 Sherwood Drive	Kaysville, Utah 84037
145 John & Judy Franks	5074 South Jordan Canal Road	Salt Lake City, Utah 84118
146 Kelvin & Jodie Anderson	2659 West Winding Way	South Jordan, UTAH 84095
147 Kelvin & Jodie Anderson	2659 West Winding Way	Sandy, UT 84093
148 Alan McEwan	9028 South 1700 East	Salt Lake City, Utah 84106-4076
149 Kenneth & Nemala Handon	1981 Covey View Ct	Salt Lake City, Utah 84105
150 William A. Santistevan	1611 Wilson Ave	Salt Lake City, Utah 84105
151 William A. Santistevan	1611 Wilson Ave	Sandy, Utah 84093
152 Stuart & Carol Thain	8354 South Red River Road	Sandy, Utah 84093
153 Stuart & Carol Thain	8354 South Red River Road	Salt Lake City, UT 84124
154 Sally Eliason	4233 Highland Drive	Salt Lake City, UT 84124
155 Sally Eliason	4233 Highland Drive	Salt Lake City, Utah 84109
156 Stephen Hornan	3061 South Grace Street	Vernal, UT 84078
157 Delrie & JoJo Gale	1090 North 3500 West	Ogden, Utah 84403
158 Karen Kendrick	641 East 4600 South	Draper, Utah 84020
159 Robert & JoAnn Barker	13942 S. Fairway Knoll Drive	Draper, Utah 84040
160 Lee and Karen Warren	13279 So. Berry Lane	Kaysville, UT 84037
161 Hugh & Anita Garrett	P.O. Box 10	Salt Lake City, Utah 84106-4023
162 Craig & Carol Theurer	1927 East Atkin Ave	Riverton, Utah 84065
163 Jean Wawrzyniak	1198 W. Bryce Jeffery Drive	Draper, Utah 84020-7639
164 Jack R. & Paula Calton	14052 Stone Canyon Drive	Salt Lake City, Utah 84103
165 William E. & Teresa Damery	679 No DeSoto	Sandy, UT 84092-3055
166 H. Dean & Kristine Robb	1537 East Ridgemark Drive	Salt Lake City, Utah 84108-1691
195 Todd Grey & Lorraine Szczesny	652 No. Little Tree Circle	Riverton, Utah 84065
196 Todd and Connie Pixton	12081 S. River Vista Circle	Chicago, IL 60610
197 Patricia Dore, PhD	1030 No. State Street, #45-E	Salt Lake City, UT 84103-4219
198 Carole Nelson	1510 Chandler Drive	
199 Eleanor LeBlanc	1920 Canyon Resort Drive #29-B	Park City, UT 84098