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After Recording Return To:
Richards, Kimble & Winn, PC
2040 Murray-Holladay Rd, Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANYON RIDGE**

This Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Ridge ("Declaration") is made on the date indicated below by the Canyon Ridge Homeowners Association (hereafter "Association").

RECITALS

A. Certain real property in Iron County, Utah, known as Canyon Ridge was subjected to certain covenants, conditions, and restrictions pursuant to a "**Declaration of Covenants, Conditions and Restrictions for Canyon Ridge**," recorded on July 27, 2004, as Document Entry No. 00487260, records of Iron County Recorder (hereafter called "**Declaration**");

B. The Declaration of Covenants, Conditions and Restrictions of Canyon Ridge was superseded and replaced in its entirety by the "**First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Ridge**," recorded on November 19, 2004 as Document Entry No. 00494021 in the records of Iron County Recorder (hereafter called "**First Amended Declaration**");

C. The **Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Canyon Ridge** includes Canyon Ridge PUD Phase II, Lots 1 through 51 within the Declaration and was recorded on August 10, 2005 as Document Entry No. 00509256 in the records of Iron County Recorder (hereafter called "**First Supplemental Declaration**");

D. The **Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Canyon Ridge** includes Canyon Ridge PUD Phase III, Lots 1 through 11 within the Declaration and was recorded on October 31, 2005 as Document Entry No. 00515340 in the records of Iron County Recorder (hereafter called "**Second Supplemental Declaration**");

E. First Amended Declaration was superseded and replaced in its entirety by the "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Ridge," recorded on November 29, 2005, as Document Entry No. 00517521 in the records of Iron County Recorder (hereafter called "Second Amended Declaration");

F. The Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Canyon Ridge includes Canyon Ridge PUD Phase IV, Lots 1 through 37 within the Declaration and was recorded on March 27, 2006 as Document Entry No. 00526219 in the records of Iron County Recorder (hereafter called "Third Supplemental Declaration");

G. This Amendment shall be binding against the property described in the First Amended Declaration and any annexation, amendment or supplement thereto;

H. This Amendment is intended to set forth provisions for the approval of lot divisions, for the ability to adopt reasonable construction rules and construction clean-up and damage rules and responsibilities, for proper licensing and registration of a motor vehicle in disrepair, and to amend the references of certain sections of the Declaration and First Amended Declaration;

I. Pursuant to Article XVI of the Declaration, these amendments were properly proposed and necessary approvals to amend the Declaration were duly received to adopt and record this amendment.

NOW, THEREFORE, the Association hereby amends Article IV, Section 4.2 of the First Amended Declaration to read as follows (new wording is shown as underlined):

Section 4.2 **Restriction on Lot Division.** All Owners are prohibited from dividing any and all Lots subject to this Declaration unless expressly permitted, in writing, by the Board of Directors.

NOW, THEREFORE, the Association hereby amends Article VIII, Section 8.2(a) of the First Amended Declaration to read as follows (new wording is shown as underlined):

Section 8.2 **Improvements.**

(a) **Completion of Improvements.** Unless extended by the Board of Directors, construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time upon written approval from the Board of Directors of the Association. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform with construction rules that may be adopted by resolution from time to time by the Board of Directors. The Board of Directors, or any committee appointed by the Board, shall have the ability to adopt additional Construction Rules and enact new Construction Clean-Up and Damage Rules and Responsibilities subject to the authority described in Article XVI of the Declaration. The Board of Directors shall also have the ability to levy fines

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in accordance with all applicable Utah law and according a schedule of fines established for that purpose.

NOW, THEREFORE, the Association hereby amends Article IX, Section 9.1(g) of the First Amended Declaration to read as follows (new wording is shown as underlined):

Section 9.1 **Restrictions and Requirements.** The following restrictions and requirements are in addition to all other restrictions and requirements contained in the First Amended Declaration and the Bylaws:

(g) Vehicles in Disrepair.

(1) All vehicles must be licensed and currently registered, must be operational, and cannot stay parked in the same area or remain in parked or in an "unmoved" or "stored" condition for more than seven (7) days.

(2) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the other Lots.

(3) If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board of Directors, the Board may have such vehicle removed from the Property and assess the Owner the expense of such removal and any storage necessitated thereby.

NOW, THEREFORE, the Association hereby amends Article XII, Section 12.1(c) of the Declaration to read as follows (new reference is shown as underlined):

12.1 Architectural Review.

(c) Consistent with Section 8.2(m), the ARC may require the use of specific sprinkler heads and direct sprinkler location in order to minimize the amount of incidental water that would otherwise make contact with the Living Unit and/or foundation.

NOW, THEREFORE, the Association hereby amends Article VIII, Section 8.2 of the First Amended Declaration to read as follows (new reference is shown as underlined):

8.2 Improvements.

(q) Exterior Colors. Exterior colors must be submitted to and approved by the Architectural Review Committee, in advance, prior to their application. The colors must be of earth tones and conducive to the neighborhood and surroundings. No bright, primary or vibrant colors may be used. The Architectural Review Committee may publish exterior color guidelines as deemed necessary.

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NOW, THEREFORE, the Association hereby amends Article XII, Section 12.15 of the Declaration to read as follows (new reference is shown as underlined):

12.15 Fees. There shall be an application fee in the amount of \$250.00 for any new construction of a Living Unit upon a Lot. There shall be no application fee for all other Improvements other than the construction of a new Living Unit. In addition to any fees set forth herein, the ARC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the ARC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the ARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee schedule shall be adopted by board resolution and shall be collectible as assessments pursuant to this Declaration and the Bylaws.

NOW, THEREFORE, the Association hereby amends Article VII, Section 7.9(b)(1) of the Declaration to read as follows (new reference is shown as underlined):

7.9 Commencement and Due Date of Assessments

(b) Due Dates.

(1) The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by resolution of the Board of Directors, and shall be delinquent if not paid by the tenth (10th) calendar day of the month in which the payment is due.

NOW, THEREFORE, the Association hereby amends Article II of the Declaration to correct a typographical error whereby the designation of Section 2.4 was erroneously designated as Section 2.2. The Section entitled "Section 2.2 SITLA Exemption" is hereby amended to be designated and entitled as: "Section 2.4 SITLA Exemption."

IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration as of the 26th day of June, 2009, in accordance with Article XVI of the Declaration.

CANYON RIDGE HOMEOWNERS ASSOCIATION

President

Secretary

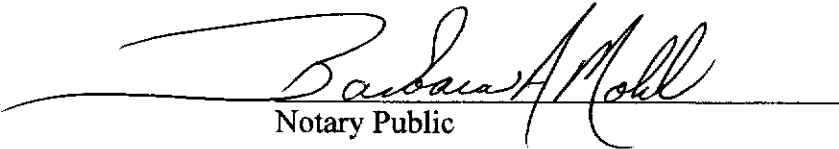
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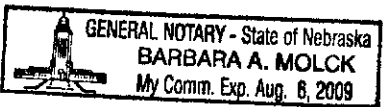
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STATE OF NEBRASKA)
:SS
County of DOUGLAS)

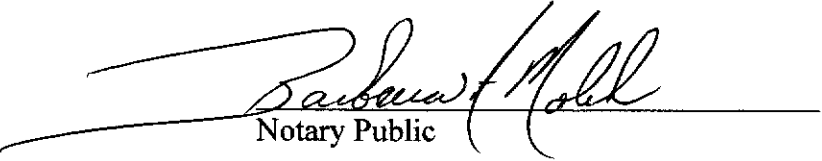
On the 26th day of June, 2009, personally appeared Jerry G. BANKS who, being first duly sworn, did that say that he/she is the President of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be their voluntary act and deed.

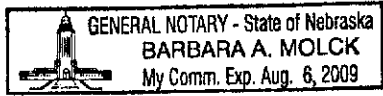

Notary Public



STATE OF NEBRASKA)
:SS
County of DOUGLAS)

On the 26th day of June, 2009, personally appeared Jerry G. BANKS who, being first duly sworn, did that say that he/she is the Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and he/she acknowledged said instrument to be their voluntary act and deed.


Notary Public




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Exhibit A

Known as Canyon Ridge PUD lots 1 through 58; Canyon Ridge PUD Phase II lots 1 through 51; Canyon Ridge PUD Phase III, lots 1 through 11; Canyon Ridge PUD Phase IV lots 1 through 37.

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE MERIDIAN; THENCE S00°04'33"E, ALONG THE SECTION LINE 1670.41 FEET; THENCE N90°00'00"W, 532.80 FEET TO THE POINT OF BEGINNING; THENCE S09°13'37"E, 156.68 FEET; THENCE S57°48'05"W, 230.09 FEET; THENCE S07°12'21"W, 736.84 FEET; THENCE N76°44'36"W, 563.80 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1022.00 FEET, AND A CENTRAL ANGLE OF 11°47'13". RADIUS POINT BEARNS N68°40'45"W. THENCE SOUTHWESTERLY ALONG SAID CURVE 210.25 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 228.00 FEET AND A CENTRAL ANGLE OF 20°24'06"; THENCE SOUTHWESTERLY ALONG SAID CURVE 81.19 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 35°00'34"; THENCE SOUTHERLY ALONG SAID CURVE 61.10 FEET; THENCE S22°18'13"E, 13.12 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 119.50 FEET AND A CENTRAL ANGLE OF 29°14'46"; THENCE SOUTHEASTERLY ALONG SAID CURVE 61.00 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 73.00 FEET AND A CENTRAL ANGLE OF 00°26'37"; THENCE SOUTHEASTERLY ALONG SAID CURVE 0.57 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 60.50 FEET AND A CENTRAL ANGLE OF 50°10'29"; THENCE EASTERLY ALONG SAID CURVE 52.98 FEET; THENCE N78°43'09"E, 54.44 FEET TO A POINT LOCATED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S00°08'24"E, ALONG SAID LINE 57.08 FEET; THENCE DEPARTING SAID LINE AND RUNNING S78°43'09"W, 16.89 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 118.50 FEET AND A CENTRAL ANGLE OF 40°48'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE 84.39 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 79.00 FEET AND A CENTRAL ANGLE OF 56°44'48"; THENCE SOUTHWESTERLY ALONG SAID CURVE 78.24 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 54.40 FEET AND A CENTRAL ANGLE OF 47°19'12"; THENCE WESTERLY ALONG SAID CURVE 45.01 FEET; THENCE S47°20'35"W, 146.40 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 236.00 FEET AND A CENTRAL ANGLE OF 24°11'28"; THENCE SOUTHWESTERLY ALONG SAID CURVE 99.65 FEET; THENCE N18°27'47"W, 66.00 FEET; THENCE N05°43'26"E, 208.71 FEET; THENCE N11°34'04"E, 482.20 FEET; THENCE N03°33'53"E, 599.28 FEET; THENCE N08°20'07"W, 733.27 FEET; THENCE N58°02'59"E, 222.06 FEET; THENCE S39°54'28"E, 620.51 FEET; THENCE S75°18'43"E, 583.37 FEET TO THE POINT OF BEGINNING. CONTAINING 29.46 ACRES.

B-1770-CA, B-1770-1 thru B-1770-58
B-1811-CA, B-1811-OFDB, B-1811-1 thru B-1811-51
B-1835-1 thru B-1835-11
B-1804-CA, B-1804-1 thru B-1804-37

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