

AMENDMENTS MADE TO
DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS AND RESTRICTIONS

AVANYU ACRES PRD, plat A

COMMENCING AT A POINT WHICH IS SOUTH 33.71 FT. AND WEST 281.21 FT FROM THE WEST QUARTER CORNER OF SECTION 8, TOWHIP 5 SOUTH; RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 26 DEG 34'07" E 155.38 FT; S 24 DEG 23'03" E 94.50 FT; S 22 DEG 21' 14" E 498.47 FT; S 0 DEG 57' 43" E 903.46 FT; S 89 DEG 41' 53" W 524.34 FT; NORTH 111.13 FT; N 16 DEG 53' 27" W 126.26 FT; S 73 DEG 16' 47" W 218.30 FT; N 17 DEG 56'20" W 70.03 FT; N 18 DEG 18' 32" W 534.51 FT; N 72 DEG 16' 24" E 115.62 FT; S 18 DEG 17'28" E 193.42 FT; N 72 DEG 33' 03" E S69.34 FT; N 18 DEG 51'42" W 318.31 FT; S 89 DEG 38' 39" W 77.60 FT; N 46 DEG 47'16" W 91.56 FT; NORTH 72.44 FT; N 45 DEG 17' 51" W 102.07 FT; N 89 DEG 59' 59" W 34.37 FT; N 17 DEG 39' 11" W 431.69 FT; S 89 DEG 59' 42" E 587.02 FT; S 89 DEG 59' 58" E 118.70 FT TO THE POINT OF BEGINNING. AREA- 25.821 ACRES.

Abbv legal descrip: Section 08 Township 5S Range 2E
- MAP FILING 8948 ARM 102

AVANYU ACRES, PRD, plat B
Section 8 Township 5S Range 2E
Lot 23-27 Plat A - AVANYU ACRES AMD
- MAP FILING 10445 ARM 117

ENT 169452:2006 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Dec 15 3:11 pm FEE 69.00 BY SS
RECORDED FOR FLYNN, KIM

AVANYU ACRES, PRD, plat C
Section 8 Township 5S Range 2E
- MAP FILING 10546 ARM 118

AVANYU ACRES, PRD, plat D
MAP FILING 11003 ARM 123
Section 5 Township 5S Range 2E
Lot 68,69 - CANYON HEIGHTS AT CEDAR HILLS PRD PLAT D

Cedar Hills, Utah County, Utah

These amendments to the declaration are made this October 25, 2006 by Avanyu Acres Homeowner's Association Board of Trustees in its capacity as the assignee of the Declarant, as provided for in sections 13.02 and 13.04 of the Declaration of Easements, Covenants, Conditions and Restrictions.

4.01 Maintenance & Repairs.

(a) Each owner shall at his own cost maintain his lot, including the front, sides and backyards thereof, and any improvements constructed thereon in good condition and repair at all times. All such areas shall be reasonably free of clutter, car parts, weeds, trash and other debris. Toys and other non-permanent structures and items are permitted in such areas but shall not remain in an unused condition for an extended period of time so as to permit an unsightly appearance.

(b) Solid-fenced side and back yards will only fall within this provision if such described items become a safety or health issue.

(c) In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development.

(d) Violation of this provision will result in all enforcement remedies vested in the Association, including removal of the offensive materials and levying of fines.

6:03 (e) No overnight parking of vehicles of any kind on the streets or in front yards. All overnight parking is limited to driveways and approved neighborhood parking areas. Limited exceptions can be made at the board's discretion.

(g-5) No chain link fences are to be used on any property within the development with the exception of dog runs provided in 6.03 (g-12). Fences shall be constructed of vinyl, concrete, wrought iron or block. Any other material must be approved by the ACC or board before installation.

(g-8) All structures shall be completed within one year following commencement of construction. If not completed, the Board, may, at it option, make arrangements to complete the structure and lien the property to seek reimbursement. The front and side yards of each lot shall be substantially landscaped with grass, trees, bushes, flowers, etc. within a period of one year following completion or occupancy of each dwelling, whichever shall occur first. The back yards of each lot shall be substantially landscaped within 18 months of the issuance of the certificate of occupancy. If any of the above is not completed as required herein, the Board may at its option, make arrangements to complete the structure and/or landscaping and lien the property to seek reimbursement.

(g-12) Dog Runs. Chain link dog runs are permitted subject to the following: Dog runs must be contained behind a solid 5 foot fence of approved material. Dog runs, their location and materials, must be approved in advance by the ACC or board. Violation of this provision, including failure to seek approval from the ACC before installation, will result in all enforcement remedies vested in the Association, including removal of the structure and levying of fines.

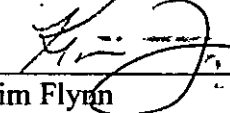
(h) No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked within any part of the

development unless such vehicle is within a garage or behind a solid 5 foot fence. A vehicle is deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of the other lots. In addition, the parking of boats, trailers, commercial trucks, truck campers, motor homes and like vehicles and equipment shall be allowed only within the confines of a garage or behind the front edge of the home.

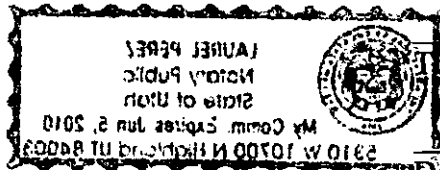
Violation of this provision will result in all enforcement remedies vested in the Association, including removal of the vehicles and levying of fines.

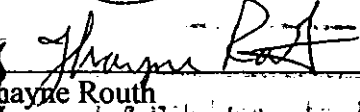
EXECUTED by the Board on October 25, 2006.

Avanyu Acres Homeowner's Association Board of Trustees

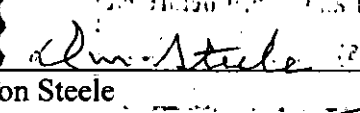


Kim Flynn





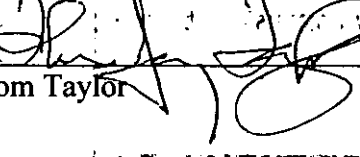
Thayne Routh



Don Steele

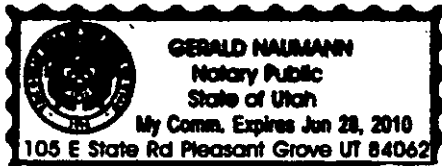


John Settle



Tom Taylor

On this 25 day of oct., 2006, Kim Flynn personally appeared before me who, being by me duly sworn, did say that she is a member of Avanyu Acres Board; that said instrument was signed by her in behalf of said board.





NOTARY PUBLIC


On this 17 day of November, 2006, Thayne Routh personally appeared before me who, being by me duly sworn, did say that he is a member of Avanyu Acres Board; that said instrument was signed by him in behalf of said board.







NOTARY PUBLIC

JURAT
 State of Utah
 County of Utah
 Subscribed and sworn before me
 this 27 day of Oct, 2006
 by John R Settle
Laurel Perez
 Notary Public
 My Commission Expires:
6/5/2010

 **LAUREL PEREZ**
 Notary Public
 State of Utah
 My Comm. Expires Jun 5, 2010
 5310 W 10700 N Highland UT 84003

 **GERALD HANMANN**
 Notary Public
 State of Utah
 My Comm. Expires Jun 28, 2010
 108 E State St Ste 200 Provo UT 84601

 **ERIN E. MCKINNON**
 Notary Public
 State of Utah
 My Comm. Expires Jun 28, 2010
 1009 E. 2000 S. Provo UT 84601

On this ____ day of _____, 2006, John Settle personally appeared before me who, being by me duly sworn, did say that he is a member of Avanyu Acres Board; that said instrument was signed by him in behalf of said board.

(see back of page 3)
NOTARY PUBLIC

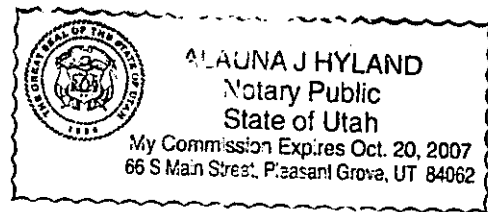
On this ____ day of _____, 2006, Don Steele personally appeared before me who, being by me duly sworn, did say that he is a member of Avanyu Acres Board; that said instrument was signed by him in behalf of said board.

*See attached
Acknowledgement*

NOTARY PUBLIC

On this 14th day of November, 2006, Tom Taylor personally appeared before me who, being by me duly sworn, did say that he is a member of Avanyu Acres Board; that said instrument was signed by him in behalf of said board.

Alauna J Hyland
NOTARY PUBLIC



ACKNOWLEDGMENT

State of UTAH
County of UTAH

ENT 169452:2006 PG 6 of 6

On this 9th day of NOVEMBER, 2006, DON STEELE personally appeared before me,
 who is personally known to me,
 whose identity I verified on the basis of _____,
 whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Gretchen F. Gordon
Notary Public
My Commission Expires: 7-1-2009

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled

AMENDMENTS MADE TO DECLARATION, which consists of 4 page(s) and is dated 10-25-2006
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS.
AVANYU ACRES PRO, PLAT A

Copyright 2001 by the Notary Law Institute. Unauthorized reproduction of any kind of this form is strictly prohibited.