

WHEN RECORDED RETURN TO:
Lindon City Corporation
100 North State
Lindon, Utah 84042

ENT 96287:2000 PG 1 of 8
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 05 2:52 pm FEE 0.00 BY SB
RECORDED FOR LINDON CITY

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CANBERRA
AND PETITION FOR ACCEPTANCE OF PROPERTY
AND ACCEPTANCE OF PROPERTY

This Amendment is made this 8th day of November, 2000, by the undersigned owners of lots in Canberra Hills Subdivisions (collectively referred to as "Owners"), declarant Canberra Development Company, L.C., a Utah limited liability company ("Declarant") and Lindon City Corporation (the "City").

RECITALS

A. On March 31, 1993, Declarant caused to be recorded the first covenants which were recorded as Entry No. 18751 in Book 3113 at Page 645 of the official records of the Utah County Recorder.

B. Subsequent amendments were recorded on June 1, 1994 as Entry No. 45613 in Book 3457 at Page 187 and on May 29, 1996 as Entry No. 44624 in Book 3980 at Page 738 and on May 2, 1997 as Entry No. 33876 in Book 4260 at Page 463. The initial covenants and amendments are hereinafter collectively referred to as "Restrictions".

C. In accordance with the Restrictions, Declarant conveyed Lots A & B, Plat "A", Canberra Hills Subdivision ("the Lots"), to the Canberra Homeowners Association ("Association").

D. The Association now desires to convey the Lots to the City and thereafter dissolve itself.

E. The City is willing to accept the conveyance of the Lots so long as the required minimum number of Owners and Declarant approve the terms of this Amendment.

NOW, THEREFORE, in consideration of the premises, the covenants, promises, terms and conditions contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of the Lots. In accordance with Section 10 of the Restrictions, the undersigned Owners and Declarant hereby approve and authorize the Association to transfer all of its right, title and interest in the Lots to the City. After transfer of the Lots, the Association and Owners and Declarant

acknowledge and recognize and agree that they will no longer have an interest or easement in the Lots, except as provided in paragraph 4.

2. Petition. Pursuant to Section 10.7 of the Restrictions, the Declarant and Owners hereby petition the City to accept the conveyance of the Lots from the Association and the terms of this Amendment and the future dissolution of the Association.

3. Acceptance and Approval. The City hereby agrees to accept a conveyance by Special Warranty Deed from the Association for the Lots so long as the Declarant and the required minimum number of Owners sign below. The City also approves this Amendment and grants its permission to the Association and Owners and Declarant for the dissolution of the Association after the conveyance has been delivered to the City.

4. Condition of the Lots. The Association agrees to deliver the Lots to the City in good condition. Thereafter, the City agrees to maintain the Lots in good condition and repair. However, Declarant shall have the right, but not the obligation, to maintain the "Canberra Rock" signage and lighting on Lot A at its own expense. If the signage falls into disrepair, in the City's sole opinion, the City may without notice immediately remove the signage. The removal shall terminate the right to maintain lighting and signage on Lot A.

5. Parking Strips. The Owners agree that they shall remain responsible for maintaining the parking strip adjacent to their respective lots in accordance with the Restrictions.

6. Architectural Approval. For undeveloped lots within Canberra Hills Subdivisions, Declarant shall approve new construction consistent with the Restrictions. Declarant and Owners hereby agree that the City is not responsible for enforcing the Restrictions.

7. Enforcement. Upon dissolution of the Association, any Owner may enforce the Restrictions as permitted by Section 7.15 at the Owner's own expense and with no contribution from the City. The City is not responsible for enforcement of the Restrictions.

8. Assessments. All assessments upon the Owners shall cease upon the recordation of this Amendment and transfer of title to the City of the Lots.

9. Dissolution of the Association. Upon recordation of this Amendment and delivery of the deed to the City for the Lots, the Association may dissolve itself in accordance with Utah law.

10. Property Affected by this Amendment. The property affected by this Amendment is located in Utah County, State of Utah, and includes all property within Canberra Hills Subdivision and all other property described in the Restrictions which other property is more particularly described as follows:

Parcel 1: Commencing at the Southeast corner of Section 35, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 20 chains; thence Westerly 40 chains; thence Southerly 20 chains; thence Easterly 10 chains; thence North 0 deg. 09'01" East 660 feet; thence South 89 deg. 53'07" East 660 feet; thence South 0 deg. 09'01" West 660 feet; thence South 89 deg. 53'07" East 20 chains to the point of beginning.

Parcel 2: Commencing at the Southeast corner of the Northwest corner of Section 35, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 10 chains; thence North 27 deg. 38' West 276 feet; thence North 49 deg. 30' West 730.6 feet; thence West 11.30 chains; thence South 712.849 feet; thence East 762.471 feet; thence South 607.151 feet; thence East 557.529 feet, more or less, to the point of beginning.

Parcel 3: Lots 1,2,3 and 4 of Section 35, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

Parcel 4: The North half of the Southeast Quarter of Section 35, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

11. Indemnification. The Owners and Declarant agree to assume liability for and agree to indemnify the City (at Owner's and Declarant's sole expense) and hold the City harmless from any and all liabilities, actions, suits, injuries, or damages, (including attorney fees and expenses) asserted against the City (whether or not the City shall also be indemnified as to, or insured with respect to, any such Claim by any other entity) by any owner or by any third party, employed by the association, objecting to in relation to injuries or damages arising from the dissolution of the Association.

12. Running of Benefits and Burdens. All provisions of this Amendment, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of all lot owners in Canberra Hills Subdivisions, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

Canberra Development Company,
L.C., a Utah limited liability
company

Lindon City Corporation

By [Signature]
Its CEO/Manager

By [Signature]
Its Mayor

Melinda Doma [Signature] [Signature]

Asta Adams [Signature] [Signature]

Jena Maughan [Signature] [Signature]

[Signature] [Signature] [Signature]

Brend J. Hamblin [Signature] [Signature]

Sheryl K. Hamblin [Signature] [Signature]

Aelen Broadbent [Signature] [Signature]

Rachel R. Dayer [Signature] [Signature]

Marilyn K. Dayer [Signature] [Signature]

[Signature] [Signature] [Signature]

Lois Para [Signature] [Signature]

[Signature] [Signature] [Signature]

[Signature] [Signature] [Signature]

Beth Randall [Signature] [Signature]

[Signature] [Signature] [Signature]

Jeanne Yeats	Sherrill Worley	Andrea Milton
AA	Jay Miller	Dave Milton
Howard M. Donald	Jan Peterson	Sue Inoue
Pat McDonald	Kim Briggs	Judith Morse
Jennifer Sayre	Georgia Boyer	Margaret Blaylock
John Taylor	Blaine Boyer	Sherrill Lichten
Monty Markes	Dwain Fiedler	John and
Schubert	Russell Kull	Steve Allouby
Bruce	Phyllis	Christine
MA	Miriam Mason	Cherie
Steph Bade	B. H. Co	Lucy Pierce
Rachel Bade	Shanna G. Osen	Mark A.
AS	Doreen Jensen	Orla Jones
PM Call	Jim Jensen	Roxane Stuy
Steve Guller	Roy H. Franica	Lois Lee
Vicky Howard	J. H. Co	Dorothy White
Dwain McCormack	Paul R. Co	Nancy Co

ACKNOWLEDGMENT

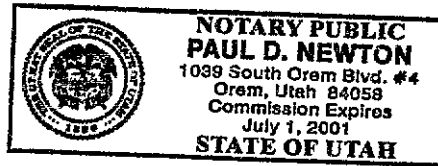
State of Utah)
)
County of Utah) ss.

The foregoing instrument was duly acknowledged before me this 18th day of November, 2000, by Rick Squires, Kim Rutter, Roy Morgan, B. Morgan aka Brenda Morgan, John C. Flagg III, Elouise Flagg, Amy Parkinson, Jason Parkinson, Paul Chilton, J. Brent Adair, Tom Diediker, L. Sherrie Diediker, John D. Miller, Steve Ahlander, Chris Hammond, Tim Pierce, and Lucy Pierce.

My Commission Expires:
7-1-2001

Paul D. Newton

Notary Public
Residing at: London Utah



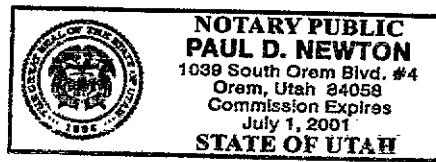
State of Utah)
)
County of Utah) ss.

The foregoing instrument was duly acknowledged before me this 20th day of November, 2000, by Mark L. Jones, Carlie Jones, Roxane Stay, Kim Lee, Deborah Schone, and Nancy Olsen.

My Commission Expires:
7-1-2001

Paul D. Newton

Notary Public
Residing at: London, Utah



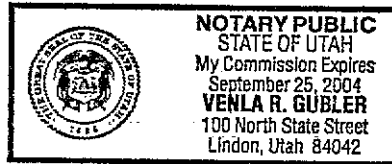
State of Utah)
)
County of Utah) ss.

The foregoing instrument was duly acknowledged before me this 5th day of December, 2000, by Larry A. Ellertson the Mayer of Lindon City Corporation.

My Commission Expires:
9/25/04

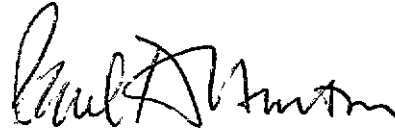
Venla R. Gubler

Notary Public
Residing at: Utah County



State of Utah)
) ss.
County of Salt Lake)

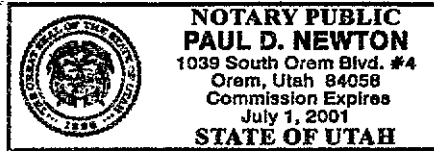
The foregoing instrument was acknowledged before me this 8th day of November, 2000, by David J. Allen, CEO and Manager of Canberra Development Company, L.C., a Utah limited liability company.



My Commission Expires:

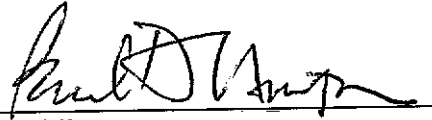
7-1-2001

Notary Public
Residing at: Lindon, Utah



State of Utah)
) ss.
County of Utah)

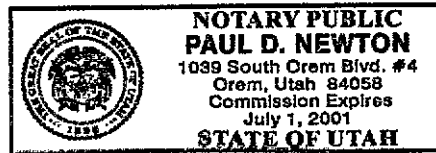
The foregoing instrument was acknowledged before me this 14th day of November, 2000, by Joanne Yeats, Patrick Yeats, Leonard McDonald, Pat McDonald, Jennifer L. Taylor, John Taylor, Matt Madsen, Scott Hutchings, Brian Graf, Michael Beller, Stephen Bade, Rachel Bade, Steven L. Chudleigh, Phil Call, Steve Embley, Kelly Stewart, Bruce McCormack, Larry Peterson, Joan Peterson, Kim Briggs, Georgia Boyer, Blaine Boyer, Rhonda Pueblo, Russell W. Pueblo, Chris Mason, Mican Mason, Brad M. Olsen, Shanna J. Olsen, Danielle Torgersen, Ron Torgersen, Ray H. Garrison, LuAnn Olsen, Paul R. Olsen, Andrea Mitton, Dave Mitton, Steve Morse, and Judi Morse.



My Commission Expires:

7-1-2001

Notary Public
Residing at: Lindon, Utah

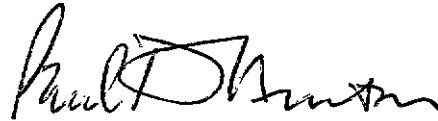


State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 16th day of November, 2000, by Margaret E. Pulsipher, Michele Doman, Alta Adair, Tena Maughan, J. Tosh McQuivey, Brent J. Hamblin, Sherol V. Hamblin, Helen Broadbent, Richard R. Devey, Marilyn K. Devey, Jane Rich, Carie Parra, Yoon Koo Cho, Elizabeth J. Fee, Beth Randall, Kevin Majors, Rhonda Marsh, Russell Marsh, Tamy Swenson, Mickay Robinson, Peter Duros, Pamela Mahoney, Barbara Larsen, Claire Mount, Robert L. Mount, Thierry Sorhaitz, Stefanie Sorhaitz, Noeli Gaertner, Vilmar Gaertner, John A. Bodine, Steven Lowe, Don Parker, Richard J. Matheson, Linda Matheson, and Michael R. Moffitt.

My Commission Expires:

7-1-2001



Notary Public
Residing at: Lindon, Utah

