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 Gary W. Ott
 Recorder, Salt Lake County, UT
 MERIDIAN TITLE
 BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, RETURN TO:
 Sunset Ridge at South Mountain, L.C.
 17 E. Winchester St. Suite 200
 Murray, UT 84107

Dated June 15, 2009

Space Above for Recorder's Use Only

**AMENDMENT NO. 2 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND RESERVATION OF EASEMENT FOR SUNSET RIDGE AT SOUTH MOUNTAIN, A PLANNED
 UNIT DEVELOPMENT**

RECITALS

WHEREAS, SUNSET RIDGE AT SOUTH MOUNTAIN, L.C., a Utah limited liability company (the "Declarant") is the Owner of at least 51% of the total number of outstanding votes of the Members of the property owners association related to that certain real property situated in Salt Lake County, State of Utah, which is more particularly described in Exhibit "B" attached hereto and made a part hereof by this reference (the "Property");

WHEREAS, the Declarant or its predecessor in interest previously recorded a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Sunset Ridge, a Planned Unit Development (the "Declaration") whereby Declarant subjected all of the Property to all of the covenants, conditions, restrictions, reservations of easements, liens and charges provided for therein, each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind successors in interest, and any Owner thereof;

WHEREAS, the Declarant, pursuant to Article XV, Section 4 of the Declaration, has deemed it desirable to amend the Declaration pursuant to the provisions of this Amendment No.2 to the Declaration of Covenants, Conditions and Restrictions and Reservations of Easement for Sunset Ridge at South Mountain, a Planned Unit Development ("Amendment No. 2");

WHEREAS, pursuant to the Declaration, and specifically pursuant to Article XV, Section 4 of the Declaration, the Declarant, as an Owner in the Property is empowered to amend, execute, record and cause this Amendment No. 2 to become effective as against the Property by virtue of Declarant's ownership interest in the Property which exceeds fifty one (51%) of the total number of outstanding votes of the Members;

WHEREAS, notwithstanding Declarant's right by virtue of its ownership interest in the Property to amend the Declaration in its own right, Declarant has sought and received the written understanding of the majority of Owners other than the Declarant in the Property consenting to the recording of this Amendment pursuant to that certain Memorandum Regarding Common Area Improvements set forth as Exhibit "A" hereto, and incorporated herein by this reference;

WHEREAS, this Amendment No. 2 when executed and recorded in the Office of Salt Lake County Recorder shall become effective as against the Property and the Property shall be subject hereto and the Declaration shall hereby be amended pursuant to, and to the extent applicable, augmented by this Amendment No. 2

NOW THEREFORE, the Declarant hereby amends, restates and replaces the following sections of the Declaration pursuant to this Amendment No. 2 as follows:

ARTICLE VIII

Architectural Control

Section 9. Declarant's Obligation. Declarant hereby covenants in favor of each owner that all Dwelling Units erected by it, or caused to be erected by it, in any one phase of the Project and all improvements of the Common Area accomplished by it in any one phase of the Project shall be architecturally compatible, as determined at the sole discretion of the Declarant, with respect to one another and, that as of the date of Amendment No. 2 to this Declaration, notwithstanding any other provision of this Declaration or anything shown or illustrated to the contrary on the official recorded plat covering the Property, Declarant has completed all required recreational amenities in the Common Areas shown on the plat, and such recreational amenities are and shall be limited to the swimming pool facility and picnic pavilion facility with restrooms constructed and existing as of the date of Amendment No. 2 to this Declaration, and further, that on or before ten (10) years (unless extended as a result of the expansion of the Project in accordance with this Declaration) from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable as part of the Common Areas, all landscaped open spaces in the location shown on the plat, other than landscaped open spaces specifically associated with each Dwelling Unit building, which shall be installed at a time determined in the Declarant's sole discretion, but in conjunction with the construction of such Dwelling Unit building by Declarant as the marketing and sales of the Declarant so dictate.

[END OF AMENDMENTS]

Except for the specific provisions of the Declaration amended hereby, the Declaration shall remain in full force and effect. In the case of conflict between the provisions of this Amendment No.2, the Declaration or Amendment No. 1, the provisions of this Amendment No. 2 shall in all respects govern.

IN WITNESS WHEREOF, this Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Sunset Ridge at South Mountain, a planned unit development, has been executed as of the day and year first written above.

DECLARANT:

SUNSET RIDGE AT SOUTH MOUNTAIN, L.C.
a Utah limited liability company by its manager
Perry Development, LLC, a Utah limited liability
company

By: 
Name: William O. Perry III
Title: Manager

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

On this 15 day of June, 2010, personally appeared before me William O. Perry III, being duly sworn and the said individual did say that he is the manager of Perry Development, LLC, a Utah limited liability company, and that the within and foregoing Amendment No. 2 was signed on behalf of the said limited liability company as the manager of the Declarant.

Carolyn Woolsey
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
February 8, 2011

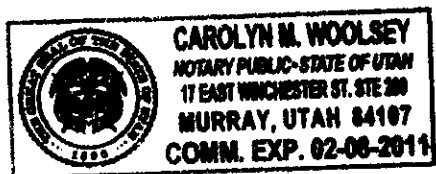


EXHIBIT A

MEMORANDUM REGARDING COMMON AREA IMPROVEMENTS

We the undersigned persons, all of whom are owners of Units in that project known as Sunset Ridge at South Mountain in Draper City, Utah (the "Project"), hereby manifest our support and agreement with the plan proposed by Sunset Ridge at South Mountain, L.C. ("Declarant") to finish out the unfinished area of the Common Area Amenities at Sunset Ridge at South Mountain, as follows:

- 1) The remainder of the common areas, currently unfinished as of April 29, 2009, shall be improved to include an eastward extension of the concrete masonry fence from the point beginning at the current termination of the wall at approximately the east edge of Unit 33 (1176 E. Sunset Dunes Way) to a point ending at approximately the east edge of the existing pavilion and bathroom house subject to an approval by the Draper City Council to allow for such an extension, which approval the Declarant agrees to diligently pursue.
- 2) The remaining un-landscaped area of property situated between the existing pavilion and the east entrance street of the Project off of Mike Weir Drive shall be landscaped with grass, trees and shrubs in a manner of Declarant's choosing with the idea that this area shall serve as a gathering space for homeowners in addition to the area comprising the existing adjacent pavilion facility.
- 3) In the event that the Declarant does receive the necessary governmental approvals and thereafter installs the amenities set forth in Paragraph 1 and 2 hereof, the common area amenities at the Project shall be deemed complete.
- 4) In the event that the Declarant is unable to procure the approval of the Draper City Council to allow for the extension of the wall under Paragraph 1, above, this Memorandum shall be void. This Memorandum of Understanding shall also be inapplicable unless it is executed by a number of residents of the Project deemed sufficient to proceed hereunder by the Declarant in the Declarant's sole discretion on or prior to June 15, 2009. Declarant's counter-signature shall be deemed to be Declarant's acknowledgement that a sufficient number of residents have executed this Memorandum of Understanding for Declarant to move forward.
- 5) This Memorandum is a manifestation of the undersigned's agreement with the foregoing but shall not be deemed to amend or alter the CC&R's or, in any manner alter the rights of the Declarant under the CC&R's except that the Declarant may record an amendment to the CC&R's and attach this Memorandum as an exhibit thereto in order to establish under the CC&R's the final constructed state of the common area amenities at the Project, thus altering the CC&R's.

AGREED AND ACCEPTED:

Owners of Unit 1 (1199 E. Sunset Dunes Way)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

*Called
5/15*

Owners of Unit 2 (1197 E. Sunset Dunes Way)

By: Paul Kikuchi
Name: Paul Kikuchi
Date: 5/11/09

By: Conette Kikuchi
Name: Conette Kikuchi
Date: 5/16/09

Owners of Unit 3 (1195 E. Sunset Dunes Way)

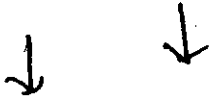
By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

Owners of Unit 4 (1193 E. Sunset Dunes Way)

By: Cletus Hamatter by Paul Kikuchi
Name: _____
Date: _____

By: Sharon Hamatter
Name: _____
Date: _____



Owners of Unit 5 (1191 E. Sunset Dunes Way)

By: MODEL
Name: _____
Date: _____

By: HOME
Name: _____
Date: _____

Owners of Unit 6 (1189 E. Sunset Dunes Way)

By: William O. Perry
Name: William O. Perry
Date: 5/27/09

By: _____
Name: _____
Date: _____

Owners of Unit 7 (1187 E. Sunset Dunes Way)

By: Alan Menzies
Name: Alan Menzies
Date: 5/14/09

By: _____
Name:
Date:

Owners of Unit 8 (1185 E. Sunset Dunes Way)

By: _____
Name:
Date:

By: _____
Name:
Date:

Owners of Unit 9 (1183 E. Sunset Dunes Way)

By: Deanne Coates
Name: Deanne Coates
Date: 5/18/09

By: _____
Name:
Date:

Owners of Unit 10 (1181 E. Sunset Dunes Way)

By: BRAD Duckworth M. Duckworth
Name: BRAD Duckworth M. Duckworth
Date: 5-9-09

By: _____
Name:
Date:

Owners of Unit 11 (1179 E. Sunset Dunes Way)

By: Kelly Duckworth
Name: Kelly Duckworth
Date: 5/6/09

By: _____
Name:
Date:

Owners of Unit 12 (1177 E. Sunset Dunes Way)

By: _____
Name:
Date:

By: _____
Name:
Date:

Owners of Unit 13 (1175 E. Sunset Dunes Way)

By: _____
Name:
Date:

By: _____
Name:
Date:

Owners of Unit 14 (1173 E. Sunset Dunes Way)

By: William D. Perry (Declarant)
Name: William D. Perry
Date: 5/27/09

By: _____
Name:
Date:

Owners of Unit 15 (1171 E. Sunset Dunes Way)

By: Jack Hill
Name:
Date: 5-8-09

By: May Hill
Name:
Date: 5-8-09

Owners of Unit 16 (1169 E. Sunset Dunes Way)

By: William D. Perry (Declarant)
Name: William D. Perry
Date: 5/27/09

By: _____
Name:
Date:

Owners of Unit 17 (1167 E. Sunset Dunes Way)

By: [Signature]
Name: Jeffrey M. Labrum
Date: 5-15-09

By: _____
Name:
Date:

Owners of Unit 18 (1165 E. Sunset Dunes Way)

By: [Signature] (Declarant)
Name: William P. Perry
Date: 5-27-09

By: _____
Name:
Date:

Owners of Unit 19 (1163 E. Sunset Dunes Way)

By: [Signature] (Declarant)
Name: William P. Perry
Date: 5/27/09

By: _____
Name:
Date:

Owners of Unit 20 (1161 E. Sunset Dunes Way)

By: [Signature]
Name:
Date: 5-4-09

By: _____
Name:
Date:

Owners of Unit 21 (1159 E. Sunset Dunes Way)

By: [Signature] Felix ALBA
Name:
Date: 5-13-09

By: [Signature] Susana Alba
Name:
Date: 5-13-09

Declarant: Sunset Ridge at South Mountain, L.C.
A Utah limited liability company

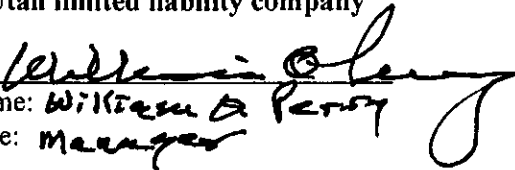
By: 
Name: *William A Perry*
Title: *manager*

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Parcel 1

Units 1 through 81 inclusive, SUNSET RIDGE AT SOUTH MOUNTAIN PHASE 1, according to the Official Plat thereof.

Together with an undivided ownership interest in said Project's Common Areas and Limited Common Areas and Facilities which is appurtenant to said Units as defined in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Sunset Ridge at South Mountain, a Planned Unit Development recorded January 24, 2005 as Entry No. 9280760 in Book 9086 at Page 5525 of the Salt Lake County Recorder's Office.

Parcel 2

Units 82 through 90 inclusive, SUNSET RIDGE AT SOUTH MOUNTAIN PHASE 2, according to the Official Plat thereof.

Together with an undivided ownership interest in said Project's Common Areas and Limited Common Areas and Facilities which is appurtenant to said Units as defined in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Sunset Ridge at South Mountain, a Planned Unit Development recorded January 24, 2005 as Entry No. 9280760 in Book 9086 at Page 5525 of the Salt Lake County Recorder's Office.

34-08-276-001 through -016

34-08-251-001 through -038

34-08-253-001 through -014

34-08-277-001 through -007

34-08-252-001 through -006

34-08-401-001-009