

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

Dated December 28, 2006

Space Above for Recorder's Use Only

**AMENDMENT NO. 1 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 sole owner of that certain real property situated in Salt Lake County, State of Utah, which is more particularly described in Exhibit "A" 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.1 to the Declaration of Covenants, Conditions and Restrictions and Reservations of Easement for Sunset Ridge at South Mountain, a Planned Unit Development ("Amendment No. 1");

WHEREAS, pursuant to the Declaration, the Declarant is empowered to execute, record and cause this Amendment No. 1 to become effective as against the Property by virtue of Declarant's ownership of a 100% interest of the Property;

WHEREAS, this Amendment No. 1 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. 1

NOW THEREFORE, the Declarant hereby amends, restates and replaces the following sections of the Declaration pursuant to this Amendment No. 1 as follows:

**ARTICLE I**

Definitions

**Section 21.** **"Limited Common Area"** shall mean and refer to those Common Areas as referred to herein and designated on the plat as attached to and reserved for use of a certain Dwelling Unit to the exclusion of the other dwelling units. Limited Common Areas include the patios and decks (or both as the case may

be) associated exclusively with certain Dwelling Units and any doors, including garage doors and door jams, any windows and window frames associated exclusively with certain Dwelling Units. Limited Common Areas are a subcategory of and are included in Common Areas.

## ARTICLE VI

### Covenant to Pay Maintenance Assessments

**Section 4. Basis of and Maximum of Annual Common Assessments.** Until January 1<sup>st</sup> of the year immediately following the conveyance by Declarant of the first Lot in the Property to any Owner, the maximum Common Assessment under Article VI shall be one hundred ninety five Dollars (\$195) per Lot per month.

- (a) From and after January 1<sup>st</sup> of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the maximum annual Common Assessment may be increased by the Board above the annual Common Assessment for the previous year, not more than the greater of: (1) fifteen percent (15%); or (2) the percentage by which the area Consumer Price Index for All Items, of the U.S. Bureau of Labor, has increased as of the date of the increase over the level of said index as of the date the Common Assessment was last established.
- (b) From and after January 1<sup>st</sup> of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual Common Assessment may be increased by the Members above the greater of fifteen percent (15%) the percentage determined with respect to the area Consumer Price Index referred to above, by the vote or written assent of fifty-one percent (51%) of each class of Members of the Association who are in attendance at a meeting at which there is a quorum present and which meeting was called for the purpose of dealing with such assessment.
- (c) The Board may fix an annual Common Assessment at any amount not in excess of the maximum.

## ARTICLE VII

### Effect of Non-Payment of Assessments, Remedies of the Association.

**Section 1. Non-Payment.** Any Assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association shall have the remedies provided for in Section 2. With respect to Common Assessments, such assessments shall be due and payable to the Association on a monthly basis by the 1<sup>st</sup> day of each calendar month. A ten day grace period for delinquent payment shall be granted. Thereafter, a \$50.00 late fee shall be added after the 11<sup>th</sup> day of the calendar month.

## ARTICLE VIII

### Architectural Control

**Section 1. Members of Committee.** The Architectural Committee shall consist of three (3) members. The initial members of the Architectural Committee shall consist of representatives of the Declarant. Each of said persons shall hold office until the election of the first Board by the Membership of the Association. Thereafter, new members of the Architectural Committee shall be appointed by the Board and shall hold office until such time as they have resigned or have been removed or their successor has been appointed, as provided herein.

Members of the Architectural Committee may be removed at any time with cause. The Board shall have the right to appoint and remove all members of the Architectural Committee. The Board shall have the right to decrease or increase the number of members of the Architectural Committee, except that the number of members of the Architectural Committee shall not exceed five (5) or be decreased below three (3).

## ARTICLE IX

### Maintenance and Repair Obligation

**Section 1. Maintenance Obligations of Owners.** Subject to the duty of the Association to provide for routine maintenance as provided in Section 2, of this Article IX, it shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property subject to his exclusive control, including any improvement thereon, in a neat, sanitary and attractive condition. Areas subject to the exclusive control of any Owner shall be deemed to include, but not be limited to, the structure of the Owner's Dwelling Unit, and all exterior and interior portions of the Owner's Dwelling Unit, including any cement patio and deck attached to the rear of a Dwelling Unit, any doors, including garage doors and door jams, any windows and window frames, but excluding the exterior surface of the roof of such Dwelling Unit. In the event that any Owner shall permit any Improvement, which is the responsibility of an Owner to maintain, to fall into disrepair or fail to so maintain such Improvement so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance and the costs thereof shall be charged to the Owner. Said costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.

**Section 2. Maintenance Obligations of Association.** In addition to the provisions of Section 1 of this Article IX, the Association shall maintain in good order and repair all of the Common Area and any Improvement thereon, and any perimeter fencing around the Property. In addition to the maintenance and repairs set forth above, the Association shall provide all necessary landscaping and gardening and properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which is on the Common Area. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area, except as limited by the provisions of Section 1 of this Article IX. All of the foregoing obligations of the Association shall be discharged when and in such a manner as the Board shall determine in its judgment to be appropriate.

[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.1 and the Declaration, the provisions of this Amendment No. 1 shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment No. 1 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.

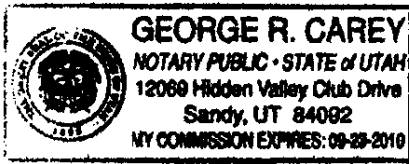
DECLARANT:

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

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

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

On this 28 day of DECEMBER, 2006, 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. 1 was signed on behalf of the said limited liability company as the manager of the Declarant.



George R. Carey  
NOTARY PUBLIC  
Residing at: SANDY, UT

My Commission Expires:  
9-23-2010

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EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

See Attached

## Exhibit "A"

### 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.

34-08-216-001 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