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 When recorded return to:
 Gough Construction, LLC
 8186 South 1300 West
 West Jordan, Utah 84088

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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TERRY JESSOP & BITNER
 39 EXCHANGE PLACE STE. 100
 SLC UT 84111
 BY: HWP, DEPUTY - WI 8 P.

**AMENDED AND RESTATED
 DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
 SUNSET AT DRAPER RIDGE
 PHASE 1, PHASE 2 and PHASE 2, AMENDED**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVEANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET AT DRAPER RIDGE, PHASE 1, PHASE 2 and PHASE 2, AMENDED ("Amended Declaration") is made of this 9th day of December, 2009, by the undersigned parties, who own lots in the Subdivision (collectively, "Declarants")

RECITALS

A. In November, 2006, Gough Construction, LLC (the developer of the Subdivision), executed a Declaration of Protective Covenants for Sunset at Draper Ridge, I & II. The Declaration was recorded in the Salt Lake County Recorder's Office against Phases 1 and 2 of the Subdivision on December 15, 2006, as Entry 9941735, Book 9395, Page 2895 (hereafter, the "Original Declaration").

B. Shortly thereafter, the plat for Phase 2 of the Subdivision was amended to expand Lots 205 through 218. A plat for Sunset at Draper Ridge Phase 2 Amended was recorded in the Salt Lake County Recorder's Office on December 28, 2006, as Entry 9954266, Book 9400, Page 9785.

C. The Sunset at Draper Ridge Subdivision now consists of Phase 1 (encompassing Lots 101 through 119), Phase 2 (encompassing Lots 201 through 204, and Lots 219 through 254), and Phase 2 Amended (encompassing Lots 205 through 218), together with certain common areas associated therewith, all of which is collectively referred to herein as the "Subdivision".

D. At the time the Original Declaration was recorded, the developer intended for a homeowner's association to govern, fund and provide for the maintenance of two park strips in the Subdivision, as well as the common areas at the entrances of the Subdivision. Thereafter, as each home in the Subdivision was sold to new homeowners, the developer required each homeowner to sign consent form, acknowledging that the homeowner agreed to be a member of the association. However, the original Articles of Incorporation for the Sunset at Draper Ridge Homeowners Association were lost in late 2006 or early 2007. Hence, the homeowners in the Subdivision acted as a de-facto non-profit corporation until October 8, 2009, when newly-executed Articles of

Incorporation for Sunset at Draper Ridge Homeowners Association, Inc. (the "Association") were filed with the Utah Division of Corporations and Commercial Code.

E. The Declarants deem it necessary and desirable to amend and restate the Original Declaration with this Amended Declaration subjecting all Lots and common areas within the Subdivision to the covenants, conditions, and restrictions set forth in this Amended Declaration.

ARTICLE I RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type.

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings not to exceed two stories above street level with a private garage for not less than three and not more than four vehicles.

Accessory buildings may be located on the property if and only if all of the following conditions are met:

- a. The accessory building is located in the rear and at least 6 feet from a dwelling of an adjacent lot.
- b. The accessory building is to be located not less than 3 feet from any property line, and 6 feet from main residence.
- c. Animal shelters must comply with city ordinances as to height, size, location and construction material. Roof and exterior material must conform to main residential requirements as described in Article I, paragraph 5.

2. Dwelling Quality and Size.

Except as otherwise provided herein, no dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than 1,800 square feet for single story homes. For two story homes the combined footage for both floors shall not be less than 2,100 square feet. For the purpose of these covenants, bi-level, split-level and tri-level homes shall be considered as two story homes. The combined footage for the three floors shall not be less than 2,100 square feet.

3. Draper City and Other Approval.

Restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria other than the requirements of this Declaration and any architectural Guidelines.

4. Building Location.

- a. Building location must conform to the requirements of Draper City.
- b. For the purpose of this covenant, eaves, steps, and porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

5. **Roofing and Exterior Materials.**

All exterior materials utilized on dwellings and other structures shall consist of stone, brick, wood, etc. Acrylic stucco may also be used as a siding material. Aluminum, steel and vinyl materials may only be used for soffit and fascia. The roofing material for all homes or other structures built on any lot shall be cedar shingles, tile or architectural grade laminated asphalt shingles.

6. **Paving.**

Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

7. **Solar Equipment.**

Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

8. **Antennae.**

All TV or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

9. **Pools, Spas, Fountains, Game courts.**

Pools, spas, fountains and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

10. **Metal Awnings.**

Metal awnings or metal "lean-tos," shall not be pennitted on any lot.

11. **Nuisances.**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours. "Front yard" defined as same required set back as home.

12. **Temporary Structures.**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. **Garbage and Refuse Disposal.**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting

street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

14. **Animals and Pets.**

Dogs, cats or other animals may be kept as permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as regulation may provide.

15. **Landscaping & Fence.**

Park strip to be per Draper City standard. Automatic sprinklers to be installed in front yards. Sod is to be installed in entire front yard with the exception of drive and flower area. Front yard to have (2) 1½" caliper trees.

All fencing must be constructed of block, vinyl, vinyl coated chain link or wood.

16. **Subdivision of Lots.**

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots less in square foot area than the area of the lot at the time of its initial purchase.

17. **Recreational Vehicles.**

No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in a side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. All R.V.'s and vehicles must be stored at minimum house set back as required by Draper City.

ARTICLE II EASEMENTS

1. For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2. Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television line or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement

to the full extent necessary therefore, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible.

3. Sewer and water laterals are stubbed to each property. All residents must locate and verify depth of sewer prior to the commencement of construction.

ARTICLE IV DURATION, ENFORCEMENT AND AMENDMENT

1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Subdivision has been recorded in the Salt Lake County recorder's office, agreeing to terminate these covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the subject property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

3. **Amendment.** The covenants in this Amended Declaration may not be amended except by a written instrument, signed by a majority of the owners of the lots in the Subdivision, which instrument shall be recorded in the Salt Lake County recorder's office.

ARTICLE V THE ASSOCIATION

1. **Membership.** Each Owner or Owners of a lot in the Subdivision shall be entitled and required to be a member of the Sunset at Draper Ridge Homeowners Association, Inc. (the "Association"). Likewise, each Owner or Owners of a lot in the Subdivision shall be entitled to single membership interest for each lot and shall be individually or collectively an "Association Member" and shall receive one membership for each lot so owned, in conformity with the Articles and Bylaws of the Association. Membership is deemed appurtenant to the lot and shall pass automatically to the Owner or Owners of that lot upon conveyance of title, which title may be demonstrated by providing the Association with a copy of the deed or other instrument under which the Owner acquired title to a lot, or a title insurance policy showing that person to be the owner of a lot, or such documentary or other proof as the Board of Directors, in its discretion, deems satisfactory. Membership shall terminate immediately and automatically upon ceasing to be an

Owner of a lot. The developer shall be a Member for each lot owned. If title to a lot is held by more than one person, one membership shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held.

2. **Purpose.** The purpose of the Association shall be to fund and provide for the maintenance of the two park strips in the Subdivision and the common areas at the entrances of the Subdivision, which maintenance shall include, but not be limited to: lawn-mowing, fertilizing, watering, weeding, sprinkler repair, landscaping and other general maintenance of the park strips and entrances.

3. **Management.** The Association shall be managed and operated as more particularly set forth in the Association's Articles of Incorporation and Bylaws, as they may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions.

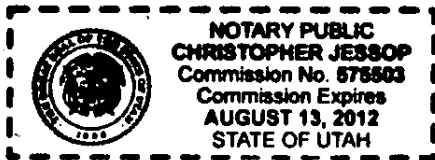
DATED this 7 day of January, 2010.

By: _____

Date: 1-7-10

STATE OF UTAH
COUNTY OF SALT LAKE

On this 7th day of January, 2010, personally appeared before me Timothy Gough, duly sworn, who did say, for himself, that he is the member of Gough Construction, LLC, a Utah limited liability company and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.



Christopher Jessop
Notary Public - Residing in
Salt Lake County, Utah

We, the undersigned homeowners in the Sunset at Draper Ridge Subdivision, Phase 1, Phase 2 and Phase 2 Amended, hereby consent to, and authorize the recording of, the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Sunset at Draper Ridge Phase 1, Phase 2 and Phase 2, Amended, which amendment clarifies the nature and scope of the Sunset at Draper Ridge Homeowner's Association and its relationship to the Sunset at Draper Ridge Subdivision. The original Declaration was recorded in the Salt Lake County Recorder's Office on December 15, 2006, as Entry 9941735, at Book 9395, Page 2895.

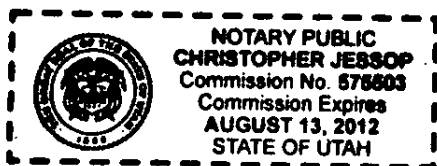
DATED this 9th day of December, 2009.

Zachell Martin
Mark D Newton
Ben Durd
Maree Andean
Leopold
Jed Smith
Mike
Dan
Jesse

W. B. ...
Alexia Leonard
for Gough Homes

State of Utah)
 :SS
County of Salt Lake)

On this 9th day of December, 2009, personally appeared before me each of the foregoing persons, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same. Witness my hand and official seal.



Christopher Jessop
Notary Public

EXHIBIT "A"

PARCEL 1:

19
Lots 101-119, inclusive, SUNSET AT DRAPER RIDGE SUBDIVISION PHASE 1 (FORMERLY WEST DRAPER SUBDIVISION PHASE "1"), according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 27-25-151-001; 27-25-151-002; 27-25-151-003; 27-25-151-004; 27-25-151-005; 27-25-151-006; 27-25-151-007; 27-25-151-008; 27-25-151-009; 27-25-152-001; 27-25-152-001; 27-25-152-002; 27-25-152-003; 27-25-152-004; 27-25-152-005; 27-25-152-006; 27-25-152-007; 27-25-152-008; 27-25-152-009; 27-25-152-010.

PARCEL 2:

59
Lots 201-204, and Lots 219-254, inclusive, SUNSET AT DRAPER RIDGE SUBDIVISION PHASE "2", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 27-25-152-011; 27-25-152-012; 27-25-152-013; 27-25-152-014; 27-25-152-015; 27-25-152-016; 27-25-152-017; 27-25-152-018; 27-25-152-019; 27-25-152-020; 27-25-152-021; 27-25-152-022; 27-25-152-023; 27-25-152-024; 27-25-152-025; 27-25-152-026; 27-25-152-027; 27-25-152-028; 27-25-152-029; 27-25-153-001; 27-25-153-002; 27-25-153-003; 27-25-153-004; 27-25-154-001; 27-25-154-002; 27-25-154-003; 27-25-154-004; 27-25-154-005; 27-25-154-006; 27-25-154-007; 27-25-154-008; 27-25-154-009; 27-25-155-001; 27-25-155-002; 27-25-155-003; 27-25-155-004; 27-25-155-005; 27-25-155-006; 27-25-155-007; 27-25-155-008; 27-25-303-001

PARCEL 3:

13
Lots 205 through 218, inclusive, SUNSET AT DRAPER RIDGE SUBDIVISION PHASE "2" AMENDED, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 27-25-176-001; 27-25-176-002; 27-25-176-003; 27-25-176-004; 27-25-176-005; 27-25-176-006; 27-25-176-007; 27-25-176-008; 27-25-176-009; 27-25-176-010; 27-25-176-011; 27-25-176-012; 27-25-176-013; 27-25-176-014.