

After Recordation return to:

The Lakes at Sleepy Ridge, Inc.
c/o Paul Christensen
5011 Edgewood Drive
Provo, Utah 84604

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE LAKES AT SLEEPY RIDGE PHASE 1-A AND 1-B
PLANNED RESIDENTIAL UNIT DEVELOPMENT**

Pursuant to the provisions of Section 12.2 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES AT SLEEPY RIDGE A PLANNED UNIT DEVELOPMENT, made the 17th day of March, 2006, by The Lakes at Sleepy Ridge, Inc., a Utah corporation, and recorded on April 4, 2006, as Entry No. 40252:2006 of the official records of the County Recorder of Utah County, State of Utah, as previously amended by the SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE LAKES AT SLEEPY RIDGE A PLANNED RESIDENTIAL UNIT DEVELOPMENT, made the 26th day of June, 2007, by the Lakes at Sleepy Ridge, Inc., and recorded on August 17, 2007, as Entry No. 120736:2007 of the official records of the County Recorder of Utah County, State of Utah, and as previously amended by that certain AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LAKES AT SLEEPY RIDGE PLANNED RESIDENTIAL UNIT DEVELOPMENT, made the 21st day of May, 2010, by the Lakes at Sleepy Ridge, Inc., and recorded on May 21, 2010, as Entry No. 41896:2010 of the official records of the County Recorder of Utah County, State of Utah (collectively referred to herein as the "Declaration"), The Lakes at Sleepy Ridge, Inc., a Utah corporation, and Sleepy Holdings, LLC, a Utah limited liability company (collectively referred to herein as "Declarant") and The Lakes at Sleepy Ridge Home Owners Association, a Utah nonprofit corporation (the "association"), hereby modify and amend the Declaration, which affects and pertains to that certain real property located in Utah County, State of Utah, more particularly described on Exhibit "A" attached hereto and made a part hereof as follows:

1. **BACKGROUND.** Section 12.2 of the Declaration permits the Declarant and the Association to modify or amend the Declaration. Therefore, Declarant and the Association hereby modify and amend the Declaration as provided herein.

2. **CONSIDERATION.** Declarant acknowledges the proffer and receipt of good and valuable consideration for this Amendment.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

3. **MODIFICATION AND AMENDMENT.** The following sections of the Declaration are hereby modified and amended as follows:

7.1 General Restrictions and Requirements.

(l) Living Units on all Residential Lots shall have at a minimum a two (2) car attached garage.

(m) Roof and materials shall be tile or architectural shingles as approved by the Design Review Committee.

(n) DELETED IN ITS ENTIRETY.

(aa) Unless the Design Review Committee determines otherwise, the landscaping of the Residential Lots shall conform to the following standards:

(1) Landscaping shall be completed within 12 months of the closing on the property.

(2) A minimum of two (2) trees per quarter acre shall be required.

(cc) Lots located on the exterior perimeter of the Property where a precast wall has not been installed may install a 6 foot vinyl privacy fence in a white, brown or taupe color. Interior Lots (with the exception of Lots that front the golf course) may install vinyl privacy fencing in a white, brown or taupe color. Lots that have the rear backing to the golf course must be enclosed by a black rod iron or aluminum style (powder coated) material.

(dd) Window wells of all Living Units may be constructed of stone, precast or approved fiber glass, or aluminum or any other material approved by the Design Review Committee.

(gg) Model home and sales center signs of a maximum size of 4' X 4' shall be allowed to be constructed by any builder actively selling new homes in the community.

8.2 Living Unit Requirements. No Living Unit shall be permitted on any Residential Lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than that required by any applicable governmental requirements for the Mixed Use Zone. For the purposes of these covenants, bi-level or split level homes shall be considered as single story homes. The Design Review Committee shall require the front exterior of any home to include some brick, stone, or other masonry; it is desirable that the sides should also have some brick, stone, or other masonry product.

8.3 Living Unit Minimum Size. Minimum size shall be as follows:

- (a) Ramblesrs: 1,400 square feet on the main floor;
- (b) Multi-Level/Two Story: 1,700 square feet above ground.

8.4 Minimum Roof Slope. There shall be a minimum roof slope of five (5) inches in every one (1) foot, however, shed dormers, traditional dormers, and or roofline variations are allowed to be less than a 5/12 pitch as long as the majority of the roofline meets the minimum 5/12 pitch requirement.

8.8 Design Review Committee Rules and Architectural Standards. The Board may, upon recommendation from the Design Review Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not to exceed Five Hundred Dollars (\$500) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

8.9 Approval Procedure. The Design Review Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Review Committee. The vote or written consent of a majority of the Design Review Committee or any authorized subcommittee shall constitute the act of the Design Review Committee. Any plans and specifications submitted to the Design Review Committee shall be approved or disapproved within fifteen (15) days after receipt by the Design Review Committee. If the Design Review Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted. If at the time of submission, no design review committee has been formed or is not in existence for the Property and the proposed plans meet the minimum standards set forth in the Declaration, as the same may be amended from time to time, the home plans shall be deemed approved.

4. **SCOPE.** Except as otherwise specifically modified or amended by this Amendment, all other provisions of the Declaration, including all Sections and Subsections of the Declration that are not specifically referred to herein, remain in full force and effect.

5. **CERTIFICATION.** The undersigned two (2) officers of the Association who execute this Amendment, hereby certify that this Amendment has been duly adopted by the affirmative vote of a majority of the Owners within the Association.

IN WITNESS WHEREOF, Declarant and the Association have caused this Amendment to be executed this 13th day of March, 2011 by persons duly authorized to execute the same.

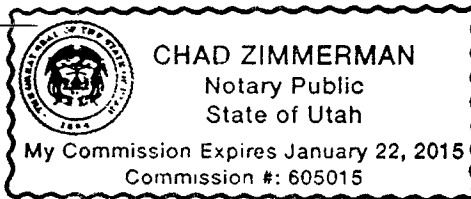
THE LAKES AT SLEEPY RIDGE, INC.,
a Utah corporation

By: Joe Brown
Title: Manager

THE LAKES AT SLEEPY RIDGE HOME
OWNERS ASSOCIATION, a Utah nonprofit
corporation

By: Joe Brown
Title: Manager

STATE OF UTAH)
)ss.
COUNTY OF Utah)

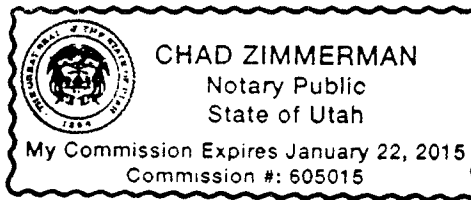


The foregoing instrument was acknowledged before me this 18th day of March, 2011, by Joe Brown in his capacity as Manager of The Lakes at Sleepy Ridge, Inc., a Utah corporation as well as in his capacity as Manager of The Lakes at Sleepy Ridge Home Owners Association, a Utah nonprofit corporation.

[Signature]
Notary Public
Residing at: Provo, Utah

My Commission Expires: Jan, 22, 2015

STATE OF UTAH)
)ss.
COUNTY OF Utah)



**EXHIBIT A
TO
AMENDMENT TO COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE LAKES AT SLEEPY RIDGE
PLANNED RESIDENTIAL UNIT DEVELOPMENT**

**The Lakes at Sleepy Ridge – Phase 1-A and Phase 1-B excepting and excluding Lots
102, 107, 108, 109, 110, 111, 112, 113, 114 The Lakes at Sleepy Ridge Phase 1-A,
Utah County, State of Utah**