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ENT 65039:2011 PG 1 of 4  
Jeffery Smith  
Utah County Recorder  
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**AMMENDMENT TO PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
SAGE VALLEY PLAT "B"**

The undersigned Sage Valley development committee as appointed in the Covenants Conditions and Restrictions of the Sage Valley Plat "B" Subdivision ("property") in the County of Utah, State of Utah, described as:

SAGE VALLEY PLAT "B" (Entry 88952:2007)

Notice is hereby given that the recorded Covenants Conditions and Restriction (Entry # 102793:2010) shall be amended as follows:

Article II, Section 6. Landscaping. The Owner shall complete minimum landscaping improvements defined below. Owner shall have a landscape plan for the minimum landscaping improvements submitted with building plans to be approved by Architectural Committee. The minimum landscaping improvements defined hereafter, shall be completed prior to issues of certificate of occupancy from the City or a bond, described hereafter, must be placed to ensure timely improvements of landscaping improvements. Modifications may be allowed with written approval from architectural committee.

- a. **The minimum landscaping area of the front yard** is hereby defined as minimum front yard width by minimum front yard depth. The minimum front yard width shall, at lot owner's choice, be either the full lot frontage or at least (110) feet of frontage; the minimum front yard depth shall be from front corners of home to the edge of asphalt of the street. Landscaping improvements shall include at a minimum an automated sprinkler system and grass (sod, hydro-seed or equivalent) or xeriscape of natural appearance.
- b. **The minimum landscaping area of side yard**, which applies to corner lots only, is hereby defined as minimum side yard width by minimum side yard depth. Minimum side yard width shall be from the rear corner of the home to the front yard landscaping. Minimum side yard depth shall be from the side of the home to the edge of asphalt of the street. Landscaping improvements shall include at a minimum an automated sprinkler system and grass (sod, hydro-seed or equivalent) or xeriscape of natural appearance.
- c. **100 % landscaping area of drainage swell** located on all lots at the edge of the road in the front, or for corner lots – front and side, must be landscaped entirely. Landscape improvements shall include at a minimum an automated sprinkler system, grass and Flowering Pear trees no smaller than 1.5" caliper - planted at a minimum of every 40 lineal feet. Also, for the swell landscaping, grass should be installed as

sod in order to ensure good grass growth – swell drainage could prevents seed from establishing. Gravel or xeriscape is not permitted in the swell landscaping without approval in writing from Architectural Committee.

Owners are encouraged to use a variety of trees, shrubs, and bushes that beautify the yard and overall appearance of the neighborhood. Trees, shrubs and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Marble chips, volcanic rock, or high contrasts stone patterns (i.e., red, green, bright white, etc.) shall not be allowed. All owners are required to maintain minimum landscaped areas – including city owned planter/swells.

If weather conditions or other conditions deemed reasonable by the Committee exist that prevent the installation of landscaping, the Owner shall place in escrow (or equivalent substitute) four thousand dollars (\$4,000) to be held as security for completion of landscaping. In the event that landscaping is not completed within 6 months after certificate of occupancy, or for any homes that construction is completed in the fall months, within 9 months after certificate of occupancy, the architectural committee may draw said funds as a penalty to the lot owner. The architectural committee may use the funds for completing landscaping of the owner’s lot, or completing landscaping anywhere in the neighborhood.

Article II, Section 9 (f). Garages and Driveways. Every dwelling must have a minimum of a two (2) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Three (3) car garages are strongly encouraged. Driveways shall extend fully to the existing edge of asphalt road. Driveways may be constructed of either asphalt or concrete. Since driveways extend over drainage swell, owner must install and maintain a drainage pipe in swell large enough to accommodate drainage flows.

All other terms shall remain the same with respect to the Covenants Conditions and Restriction recorded on the Sierra Estates Plat B Subdivision.

Dated this 1st day of June, 2011.



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James Patterson



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Dave Cottle



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Scott Dunn



**MEETING MINUTES**

**SAGE VALLEY DEVELOPMENT COMMITTEE**

The Save Valley Development Committee meeting was held on May 17, 2011. The following members, constituting a quorum, were present: Stan Smith, Cathy Smith aka Kathy Smith and Scott Hazard.

Upon motion duly made, seconded and unanimously adopted, Dave Cottle, Scott Dunn and James Patterson were chosen to be added to the membership of the Sage Valley Development Committee.

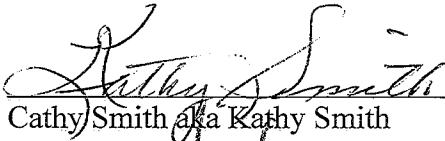
Following the election of new committee members, Stan Smith, Cathy Smith aka Kathy Smith and Scott Hazard tendered their resignation as members of the Sage Valley Development Committee.

RESOLVED: The following persons shall serve as the members of the Sage Valley Development Committee – Scott Dunn, Dave Cottle and James Patterson.

There being no further business to come before the meeting, upon motion duly made, seconded and carried, the meeting was adjourned.



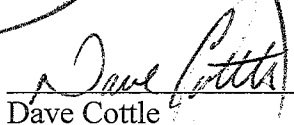
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Stan Smith



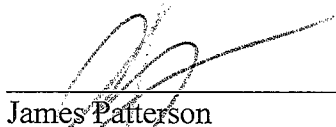
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Cathy Smith aka Kathy Smith



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Scott Hazard



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Dave Cottle



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James Patterson



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