

WHEN RECORDED RETURN TO:  
 Western Management Assoc., LC  
 4252 South Highland Drive #105  
 Salt Lake City, Utah 84124  
 (801) 278-5060

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 3/13/2012 4:10:00 PM \$107.00  
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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 MERIDIAN TITLE  
 BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT NO. 3 TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND RESERVATIONS OF EASEMENT FOR SUNSET RIDGE AT SOUTH MOUNTAIN, A PLANNED UNIT DEVELOPMENT**

This Amendment No. 3 to Declarations of Covenants Conditions and Restrictions and Reservations of Easement for Sunset Ridge at South Mountain, a Planned Unit Development is made and executed by the Sunset Ridge at South Mountain Property Owners Association, Inc. of Post Office Box 9375, Salt Lake City, UT 84109 (the "Association") effective as of the date of recording in the public records of the office of the Salt Lake County Recorder.

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Sunset Ridge at South Mountain, a Planned Unit Development was recorded in the office of the County Recorder of Salt Lake County, Utah on January 24, 2005 as Entry No. 9280760 in Book 9086 beginning at Page 5525 of the official records (the "Declaration").

B. The Declaration was amended by 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 recorded in the office of the County Recorder of Salt Lake County, Utah on December 28, 2006 as Entry No. 9955816 in Book 9401 beginning at Page 9689 of the official records (the "First Amendment").

C. The Declaration was further amended by 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 recorded in the office of the County Recorder of Salt Lake County, Utah on June 15, 2009 as Entry No. 10729652 in Book 9735 beginning at Page 6190 of the official records (the "Second Amendment").

D. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference

E. All of the voting requirements to amend the Declaration set forth in Article XV, Section 4 of the Declaration have been satisfied; that is, at least 51% of the total number of outstanding votes of the Members in the Association or any higher percentage as the case may be voted to adopt and amend the Declaration as provided herein.

F. The Association is the managing agent of the Owners of the Lots at the Property.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Association hereby executes this Amendment No. 3 to the Declarations of Covenants Conditions and Restrictions and Reservations of Easement for Sunset Ridge at South Mountain, a Planned Unit Development for and on behalf of and for the benefit of all of the Owners.

1. Article II, Section 1(a) of the Declaration is hereby amended and restated in its entirety to read as follows:

- (a) The right of the Declarant to annex additional Common Area thereto pursuant to Article XIV and to undertake all other actions necessary or desirable to construct and sell Dwelling Units at the Property.

2. Article II, Section 1(h) of the Declaration is hereby amended and restated in its entirety to read as follows:

(h) This provision of the Declaration is hereby deleted in its entirety

3. Article IV, Section 1 of the Declaration is hereby amended and restated in its entirety to read as follows:

**Section 1. Classes of Voting Membership.** The Association shall have two (2) classes of voting Membership as follows:

**Class A.** Class A Members shall originally be all Owners with the exception of the Declarant for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. The Declarant shall become a Class A Member with regard to Lots owned by the Declarant upon conversion of Declarant's Class B Memberships as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article IV, Section 2 of this Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot owned by Class A Members.

**Class B.** The Class B Member shall be the Declarant and it shall be entitled to a total of eight (8) votes for each Lot (whether improved or not) owned or controlled by the Declarant or its' affiliated companies. The Class B membership shall cease and be converted to a Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership (inclusive of all votes attributable to any property annexed into the Property) equals the total votes outstanding in the Class B membership, or,
- (b) Fifteen (15) years from the date of recording this Declaration; or
- (c) On voluntary cancellation of Class B Membership by the Declarant.

4. Article XIV, Section 1 of the Declaration is hereby amended and restated in its entirety to read as follows:

**Section 1. Reservation of Option to Expand.** Declarant hereby explicitly reserves an option until the fifteenth (15) anniversary of the recording of this Declaration to expand the Property by adding additional land to the Property (the "Additional Land") to be covered by this Declaration from time to time, without the consent of an Owner or Mortgagor. The option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. Declarant expressly reserves for itself, its successors and assigns, to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; provided however that the Additional Land shall be contiguous with the Property or located within one thousand (1000) feet from any boundary of the Property.

5. Article XIV, Section 5 of the Declaration is hereby amended and restated in its entirety to read as follows:

**Section 5. Limitations on Annexation.** Declarant's right to annex the Additional Land to the Property shall be subject to the following limitations:

- (a) Declarant's right to annex the Additional Land shall expire fifteen (15) years from the date of the recordation of this Declaration.

- (b) Owners of Dwelling Unit's constructed on Additional Land shall be Members of the Association and shall have the same rights to the use and enjoyment of the Property and facilities of the Association as any other Member. The Common Areas in the Additional Land shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens prior to the conveyance of the first Lot contained in the Additional Land and the Association must accept the deed to such Common Areas.
- (c) Declarant shall not effectuate any annexation of land which would cause the total number of Dwelling Units existing or planned for the Property to exceed ninety (90) total Dwelling Units.
- (d) Declarant reserves unto itself and its assigns the right to create or not to create Common Areas and facilities within any Additional Land.

6. Article XV, Section 4 of the Declaration is hereby amended and restated in its entirety to read as follows:

**Section 4. Amendments.** This Declaration may be amended only by the affirmative vote or written consent of the Owners holding not less than fifty-one (51%) of the total number of outstanding votes of the Members, except with respect to matters dealt with herein that require a higher percentage for approval thereof. Notwithstanding the foregoing, no amendments to any provisions of this Declaration relating to the rights, obligations, privileges or any other matter relating to the Declarant may be effective without the affirmative vote or written consent of the Declarant.

**[END OF AMENDMENTS AND RESTATEMENTS]**

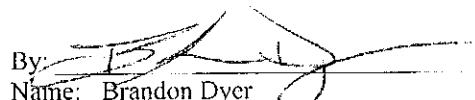
In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and the provisions of the Declaration, the First Amendment or the Second Amendment, this Amendment shall in all respects govern and control.

7. It is expressly agreed that this amendment is supplemental to the Declaration, the First Amendment and the Second Amendment which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, continue to apply and are made a part hereof as though they were expressly rewritten, incorporated and included herein.

8. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument effective the 10<sup>th</sup> day of March, 2012.

SUNSET RIDGE AT SOUTH MOUNTAIN  
PROPERTY OWNERS ASSOCIATION, INC.

By:   
Name: Brandon Dyer  
Title: President

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

On the 10<sup>th</sup> day of March, 2012 personally appeared before me Brandon Dyer, who by me being duly sworn, did say that s/he is the President of the Sunset Ridge at South Mountain Property Owners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said Brandon Dyer duly acknowledged to me that said Association executed the same.

Parolyn Weller  
NOTARY PUBLIC  
Residing At: Salt Lake County  
Commission Expires: Feb 08, 2015



## 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.

34-08-276-001 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