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After Recording Return to:
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**FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
THE SCENIC RIDGE ESTATES PHASE II
SUBDIVISION**

This First Amended Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase II Subdivision is made effective on the recording date by The Scenic Ridge Estate Phase II Home Owners Association, Inc., a Utah Nonprofit Corporation (hereinafter the "Association").

RECITALS:

A. WHEREAS, Scenic Development, Inc., a Utah corporation, was the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase II Subdivision ("Phase II"), recorded June 30, 2004, as Entry No. 9108168, in Book 9009, beginning at Page 757 in the Official Records of the Office of the Salt Lake County Recorder (the "Phase II Declaration").

B. WHEREAS, Scenic Development, Inc., a Utah corporation, was the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase III Subdivision ("Phase III"), recorded May 2, 2005, as Entry No. 9364432, in Book 9125, beginning at Page 5205 in the Official Records of the Office of the Salt Lake County Recorder (the "Phase III Declaration").

C. WHEREAS, as of the date of this Amendment, Scenic Development, Inc. has sold, transferred, and conveyed all Lots governed by the Phase II Declaration and Phase III Declaration, and has thereby relinquished all of its right, title, and interest to the Lots in Phases II and III.

D. WHEREAS, Phase III was annexed into Phase II pursuant to the Termination of the Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase III Subdivision, recorded June 7, 2012 as Entry No. 11405755 in Book 10024, beginning at Page 1523 in the Official Records of the Office of the Salt Lake County Recorder; and the Supplemental Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase II Subdivision recorded June 7, 2012 as Entry No. 11405756 in Book 10024, beginning at Page 1521 in the Official Records of the Office of the Salt Lake County Recorder.

E. WHEREAS, Phases II and III are part of the Scenic Ridge Estates Subdivision.

F. WHEREAS, Phase II was comprised of twenty (20) Lots, and Phase III was comprised of five (5) Lots; therefore, there are now twenty-five (25) Lots, all of which shall be referred herein as the "Subdivision".

G. WHEREAS, pursuant to Article III, Section 4 of the Phase II Declaration, the Phase II Declaration can be amended by a vote of at least seventy-five percent (75%) of the Lot Owners within the Subdivision.

H. WHEREAS the Lot Owners desire to amend the provisions of the Phase II Declaration regarding ownership and use of the water rights and irrigation facilities servicing the Lots in Phases II and III.

NOW THEREFORE, the following provisions shall govern the Subdivision and Lot Owners which are members of the Association.

NOW THEREFORE, the Association hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens (the "CC&R's"), which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to benefit of each owner thereof (hereinafter individually, a "Lot Owner" and collectively, the "Lot Owners").

ARTICLE I THE PROJECT

Scenic Ridge Estates Phases II is a certain tract of land situated in Bluffdale City, Salt Lake County, State of Utah, more particularly described as follows (hereinafter the "Project"):

The Scenic Ridge Estates Phase II, according to the official plat thereof as recorded in the Office of the Salt Lake County Recorder (consisting of twenty (20) lots); and

The Scenic Ridge Estates Phase III, according to the official plat thereof as recorded in the Office of the Salt Lake County Recorder (consisting of five (5) lots).

The Project's twenty-five (25) lots, and each of them (referred herein as the "Lots" (see "Exhibit A", attached hereto)), shall hereafter be subject to terms of this Declaration and the CC&R's contained herein.

The Association intends that the Project shall be governed by the Utah Community Association Act ("Act") and any amendments thereto, except where the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act.

ARTICLE II ASSOCIATION

SECTION 1. ORGANIZATION OF ASSOCIATION. The Association shall serve as the governing body for all Lot Owners. The Association is registered as a nonprofit corporation under the laws of the State of Utah. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying assessments and abiding by the CC&Rs herein contained. Except as specifically authorized in this Declaration, the Articles of Incorporation, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors. In the event of any conflict between the Articles, Bylaws, and this Declaration, this Declaration shall control.

SECTION 2. **GENERAL POWERS AND OBLIGATIONS.** The Association shall have, exercise and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration;
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- (c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;
- (d) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration, and if necessary the Articles of Incorporation or Bylaws, made in accordance with the provisions herein or with the nonprofit corporation laws of the State of Utah.

SECTION 3. **SPECIFIC POWERS AND DUTIES.** The powers and duties of the Association shall include, without limitation, the following:

(a) **WATER SHARES.** The Association shall hold ownership of the Water Shares (as defined below in Article IV) servicing the Project.

(b) **IRRIGATION FACILITIES.** The Association shall own and govern the private Irrigation Facilities (as defined below in Article IV) servicing the Project.

(c) **MAINTENANCE AND SERVICES.** The Association shall provide maintenance and services of the Common Areas of the Project as provided herein.

(d) **INSURANCE.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(e) **RULEMAKING.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules and Regulations.

(f) **ASSESSMENTS.** The Association shall adopt budgets and impose and collect Assessments as provided in this Declaration.

(g) **ENFORCEMENT.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration, the Bylaws, and the rules and regulations adopted by the Association, including, without limitation, enforcement of the decisions of the Architectural Control Committee.

(f) **EMPLOYMENT OF AGENTS, ADVISERS, AND CONTRACTORS.** The Association, through its Board of Directors, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, accountants, recreational experts, architects, planners, lawyers, or what is convenient for the management, maintenance, and operation of the Project and Association.

SECTION 4. **MEMBERSHIP.** Only Lot Owners can become Members of the Association. Each Lot Owner shall automatically become a Member of the Association upon obtaining title to a Lot, and cannot refuse to become a Member. Membership in the Association shall automatically terminate when the Owner ceases to own a Lot. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

SECTION 5. **VOTING.** Each Lot is assigned one (1) vote on all matters before the Association to be exercised by its respective Lot Owner. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for the purposes of determining a quorum.

SECTION 6. **BOARD OF DIRECTORS.** The governing body of the Association shall be the Board of Directors. The Board of Directors shall consist of 3 (three) or five (5) individuals who shall be Lot Owners, a spouse of a Lot Owner, or a designee of a Lot owned by a trust, LLC, or other entity. Except as provided in this Declaration, or the Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Board of Directors may also, as it deems appropriate, recommend amendments to the Declaration and Bylaws, and adopt, amend, and repeal the Association's rules and regulations. The Board of Directors shall be elected by the Lot Owners at the annual meeting of the Association as provided by the Bylaws. Board Members shall serve terms of two (2) years or until their successors are elected. Board Members shall not receive compensation for services performed in their role as Board Members.

ARTICLE III ARCHITECTURAL CONTROLS

THE ESSENCE OF THIS ARTICLE SHALL BE TO CREATE AND MAINTAIN A HIGH STANDARD OF CONSTRUCTION AND AESTHETICS FOR THE PROTECTION OF ALL LOT OWNERS.

SECTION 1. ESTABLISHMENT OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (hereinafter the "AC Committee") shall be composed of up to five (5) persons appointed by the Association's Board of Directors, in its sole discretion. AC Committee Members need not be Lot Owners. The AC Committee Members may be removed at any time and for any reason by the Board of Directors. Neither members of the AC Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. The AC Committee Members may resign at anytime by giving notice to a member of the Board of Directors. In the event that the Board of Directors has not appointed an AC Committee, the AC Committee shall be the members of the Board of Directors.

SECTION 2. APPROVAL REQUIRED FOR NEW CONSTRUCTION. A Lot Owner must obtain the AC Committee's approval prior to obtaining any building permit from Bluffdale City. In that connection, the Lot Owner must submit a set of formal plans, specifications, and site plan to the AC Committee for review. In the event the AC Committee, or its designated representative(s), fails to approve or disapprove submitted plans within thirty (30) days, approval will not be required and the related covenants shall be deemed to have been fully complied with. Any proposal application is not deemed submitted until: (1) all documents and plans pertaining to the proposal have been given to the AC Committee, and (2) the applicant has received written acknowledgement of receipt by a member of the AC Committee. The date stated on the AC Committee's written acknowledgment shall begin the timeframe for the review and decision. The AC Committee's approval shall be in writing.

SECTION 3. APPROVAL REQUIRED FOR ALTERATIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition

or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the AC Committee.

SECTION 4. RESIDENCES. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and attached private garages for not more than four vehicles. All construction shall be comprised of new materials, except used brick and rock may be used with prior written approval of the AC Committee. A Lot Owner whose residence is demolished or razed, whether by natural disaster, accident, or for improvement, is required to have the rebuilt residence constructed within EIGHTEEN (18) months.

SECTION 5. QUALITY AND DWELLING SIZE. Plans and specifications for construction on each Lot shall be submitted to the AC Committee for review and approval. Any plans and specifications that fail to meet the minimum standards set forth in this Section shall be rejected by the AC Committee. No prefabricated or manufactured homes will be allowed in the Project. Each dwelling must have an attached garage for a minimum of 3 cars. Each dwelling must have an exterior covered with all brick, rock, or stucco, or a combination of brick, rock, or stucco, and aluminum soffit and fascia as approved by the AC Committee. No dwelling shall exceed 2/3 stucco. Finished square footage shall not include open porches and garages. Each dwelling must have a brick or rock mailbox. Finished square footage minimums are as follows:

- Rambler> The main level floor area shall be a minimum of 2200 Sq. Ft. finished.
- Two-story> The main level floor area shall be a minimum of 2000 Sq. Ft. finished and the second level floor area must equal at least 50% of the main level floor area. However, if the main level floor area is 2200 Sq. Ft. finished, there shall be no minimum requirement for the second-level floor area.
- Multi-level> The main level and upper level floor area shall be a minimum of 2000 Sq. Ft. finished. *(Family room, half bath, and laundry room behind garage shall not be counted as finished Sq. footage).*

SECTION 6. OUTBUILDINGS. Any and all outbuildings must be approved by the AC Committee prior to Bluffdale City issuing a building permit, The exterior of all out buildings must match the exterior design of the adjoining dwelling.

SECTION 7. FENCING. Any fencing installed must be a non-maintenance type and must be approved by the AC Committee and must meet Bluffdale City's height and setback requirements. No chain link or wood fences of any type are allowed.

SECTION 8. CITY ORDINANCES. All improvements on a Lot shall be made, constructed, and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of Bluffdale City, Salt Lake County, and the State of Utah which may apply, including, without limiting the generality of the foregoing, all zoning and land use ordinances. Any business operated out of the home must be in strict compliance with the zoning and ordinances adopted by Bluffdale City, including, without limitation, conditional use permits and other requirements imposed by Bluffdale City.

SECTION 9. LANDSCAPING. All front and side yards must be landscaped within one (1) year after issuance of an occupancy permit for a dwelling. Rear yards must be landscaped within two (2) years after issuance of an occupancy permit for a dwelling. All park strips must be planted in grass and trees *(type*

and size shall be specified by the AC Committee). Trees must be planted every 40'. Each Lot Owner shall not remove or relocate trees in the park strip. If any tree in the park strip dies, within 90 days, the Lot Owner will purchase and install a new tree of equivalent size for replacement. Any section of a Lot that is used for pasture must be well maintained and not over-grazed by livestock. All Lots and contiguous fence lines must be kept free of noxious weeds and must maintain a pleasant appearance.

ARTICLE IV WATER SHARES AND IRRIGATION FACILITIES

SECTION 1. OWNERSHIP OF WATER SHARES; COMMON IMPROVEMENTS. The Association shall own and hold the Water Shares and Irrigation Facilities for the benefit of all Members. For purposes of this Declaration, "Water Shares" means the Forty-Five (45) shares of water in the Welby Jacob Canal Irrigation Company, and "Irrigation Facilities" means all underground or surface improvements (i.e. pumps, piping, valves, valve boxes etc.) Under no circumstances will the Water Shares, Irrigation Facilities or other improvements that are attached to the Lots and owned by the Association be sold separately by the Members. They are considered to be part of the Project and must remain with the Project and the Lots for current and future Members' protection. Solely for the purpose of ensuring that ownership of the Water Shares and Irrigation Facilities remains with the Association, no Water Shares or Irrigation Facilities shall be transferred or sold without express authorization from Bluffdale City and the Association.

ARTICLE V RESTRICTIONS

SECTION 1. EASEMENTS. Easements for the installation, erection, construction, maintenance and operation of utilities, drainage and Irrigation Facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain on or around said easements which may damage or interfere with the installation, maintenance and operation of utilities, drainage and irrigation, or which may change the direction, obstruct or retard the flow of storm drainage or irrigation water in the buried utility lines or open channels within said easements.

SECTION 2. 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 commercial vehicles shall be parked on the road or in front of a dwelling, but must be kept in a garage on the Lot. No repairs to vehicles to be done on driveways or on the road. All repairs must be done in a garage. Also, no semi-trucks or semi-trailers will be allowed to be parked in the Project at any time, and no overnight curbside parking of any vehicle will be allowed in the street. The result of every action or omission whereby any restriction, condition, covenant, or agreement provided in this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result.

SECTION 3. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 4. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Lot, except in sanitary containers. All such containers must be kept clean and in good 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 materials or other objects are to be stored on any Lot in view of the general public, including, but

not limited to, old, inoperable, or unregistered vehicles, boats, recreational vehicles, or trailers. No burning of garbage.

SECTION 5. LIVESTOCK AND POULTRY. The only animals, livestock, or poultry raised, bred or kept on any Lot will be those permitted by Bluffdale City ordinances, which ordinances will also govern the quantity of such animals. However, swine or goats of any kind will not be allowed under any circumstances. Lot Owners must control any flies created by their livestock to the best of their ability. Any manure resulting from livestock must be spread or hauled away and cannot be stockpiled. All animals must be kept on the Lot and not allowed to run at-large. Animals that are or become nuisances to neighboring Lot Owners, because of the noise they create, such as peacocks or barking dogs etc., or animals that consistently run at-large, must be controlled by Lot Owners within ten (10) days of written notice by the Association. If a Lot Owner cannot resolve complaints of neighboring Lot Owners to the reasonable satisfaction of such neighboring Lot Owners, the Association may require the Lot Owner to remove the offending animal(s).

SECTION 6. OWNERSHIP. This Section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Lot Owners are responsible for any and all water retention and run off from irrigation or other water sources, natural or man-made, initiated at or pertaining to their Lots, which could affect or damage other property or properties. Lot Owners are not allowed to remove, restrict, or disassemble any drainage or irrigation system put in place by the Project's developer or the Association unless found to be defective and replaced by an equal or greater system. Due to the nature of the Project's pressurized irrigation system, and the need to maintain equal pressure throughout the Project, there will be no flood irrigation allowed of any type. Any and all irrigation will be controlled by sprinkling systems, which shall not exceed more than four (4) rainbirds or rotating sprinklers per station.

ARTICLE VI ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Project and its Common Areas, including but not limited to the Water Shares and Irrigation Facilities.

SECTION 2. TYPES OF ASSESSMENTS. The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, Individual Assessments, and Reinvestment Assessments all as more particularly described below (the use of the term "Assessment" in this Article VI or Article VII includes any of the foregoing assessment types).

SECTION 3. APPORTIONMENT OF ASSESSMENTS. All Lots shall pay a pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Lots subject to the Assessment. Where an Owner owns more than one (1) Lot, the apportioned assessments shall be paid on each Lot owned.

SECTION 4. ANNUAL ASSESSMENTS. The Board of Directors of the Association shall from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessments and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 10 below. Annual Assessments for such operating expenses and reserves ("Annual

Assessments") shall then be apportioned among the Lots as provided in Section 3 above. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

SECTION 5. SPECIAL ASSESSMENTS. In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment ("Special Assessment"), applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments ("Special Assessment"). Special Assessments which in the aggregate in any fiscal year exceed an amount equal to twenty percent (20%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be apportioned as provided in Section 3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

SECTION 6. EMERGENCY ASSESSMENTS. If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, notes as to the reason therefore, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Any Emergency Assessment which in the aggregate in any fiscal year would exceed an amount equal to five percent (5%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the votes of the Lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Emergency Assessments shall be apportioned as set forth in Section 3 above and payable as determined by the Board of Directors.

SECTION 7. INDIVIDUAL ASSESSMENTS. Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments may include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lots or its Owner into compliance with the provisions of this Declaration or the rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

SECTION 8. REINVESTMENT ASSESSMENTS. Each Lot Owner shall be required to prepay at the time of purchase of his or her Lot, whether as a first time or subsequent Owner, a sum of Two-Hundred and Fifty Dollars (\$250), which sum shall be in addition to any proration of Assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's Operations Fund to be utilized as deemed appropriate by the Association.

SECTION 9. OPERATIONS FUND. The Association shall keep all funds received by it as Assessments, other than reserves described in Section 10, separate and apart from its other funds, in an account to be known as the "Operations Fund." The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

- (a) Payment of the cost of maintenance, utilities, and services for the Project and its Common Areas.
- (b) Payment of the cost of insurance as described herein or in the Bylaws of the Association.
- (c) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to managerial, accounting, legal, and secretarial services.

SECTION 10. RESERVE FUND. The Association shall establish a reserve fund for replacement of those items to be maintained by the Association all or a part of which will normally require replacement in more than three (3) and less than thirty (30) years ("Reserve Fund"). Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The Reserve Fund shall be used only for replacement of Common Areas as determined by the Board of Directors and shall be kept separate from the Operations Fund. The Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments, Special Assessments or Emergency Assessments with the approval of a majority of the Lot Owners. Nothing in this section shall prohibit prudent investment of the reserve account. Assessments for the Reserve Fund may be reduced, eliminated, or decreased by an affirmative vote of not less than sixty-seven percent (67%) of the voting interests of the Association. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to individual sellers or Owners of Lots.

SECTION 10. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such Assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Article VII, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such Assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article VII below.

ARTICLE VII ENFORCEMENT

SECTION 1. USE OF PROJECT. In the event any Owner shall violate any provision of this Declaration, the Bylaws, or other rules adopted by the Association governing the use of the Project, then the Association, acting through its Board of Directors, shall notify the Owner in writing that the violations exist and that he/she is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend his voting rights and rights to use the Common Areas for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the Operations Fund, or (c) bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner access to and from his Lot.

SECTION 2. NONCOMPLYING IMPROVEMENTS AND VIOLATION OF ARCHITECTURAL COVENANTS.

In the event any Lot Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, then the Association acting through its Board of Directors shall notify the Owner(s) in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the improvements thereon and his use thereof, into conformance with this Declaration at the Lot Owner's sole expense. If the Lot Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Lot Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within thirty (30) days of written notice to the Lot Owner, then the Association acting through its Board of Directors, shall have the right to do any or all of the following:

(a) Impose reasonable fines against such Lot Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter upon the offending Lot, without being deemed guilty of trespass, to summarily abate, repair, and/or remove, at the expense of the Lot Owner, any improvement, nuisance, thing, or condition that may exist thereon; any resulting costs shall constitute Individual Assessments against the violating Lot Owner for purposes of this Declaration; or

(c) Bring suit of action against the Lot Owner on behalf of the Association and other Owners to enforce this Declaration;

SECTION 3 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN.

If any Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest, from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Lot Owners voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Lot Owner of the Lot from the date on which the Assessment, fine, or charge is due. At any time any Assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Utah County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to a Lot Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's initial declaration and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration without foreclosing or waiving the lien described in

paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Lot Owner is leasing his Lot or any portion thereof, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Directors shall discharge such tenant for rent due, and shall discharge the Lot Owner for such Assessments to the extent of the amount so paid.

(e) The Association shall have any other remedy available to it by law or in equity.

SECTION 4. SUBORDINATION OF LIEN TO MORTGAGES. The Lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the initial declaration. Sale or transfer of any Lot shall not affect the assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such assessments or charges.

SECTION 5. INTEREST, EXPENSES, AND ATTORNEY'S FEES. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum. In addition, a late fee may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report and any and all attorney fees.

SECTION 6. NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES. An election by the Association to pursue any remedy provided for in violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Lot Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE VIII INSURANCE

SECTION 1. TYPES OF INSURANCE. For the benefit of the Association and its members, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, such insurance as the Board of Directors may determine to be advisable for the Association, including but not limited to: Common Area property insurance, liability insurance, fidelity insurance, and workmen's compensation.

SECTION 2. DIRECTORS AND OFFICERS LIABILITY INSURANCE. The Association shall maintain a policy of Directors' and Officers' liability insurance in an amount deemed reasonable in the sole discretion of the Board.

SECTION 3. INSURANCE BY LOT OWNERS. Each Lot Owner shall be responsible for obtaining, at such Lot Owner's expense, insurance against his or her liability, and property insurance covering his or her Lot and its Improvements.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

SECTION 1. AMENDMENT. This Declaration or any provision thereof, as from time to time in effect with respect to all or any part of the Project, may be amended or repealed by the vote or written consent of Owners holding not less than sixty-seven percent (67%) of the voting rights in the Association. Any such amendment or repeal shall become effective only upon the recordation, in the Salt Lake County Recorder's Office, that includes a statement by the President or Secretary of the Association setting forth in full the amendment(s) or repeal(s) so approved and certifying that said amendment(s) or repeal(s) have been approved in the manner required by this Declaration. In no event shall an amendment under this section change the boundaries of any Lot unless the Owners of the affected Lots unanimously consent to the amendment.

SECTION 2. JOINT OWNERS. In any case in which two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one (1) or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

SECTION 3. LESSEES AND OTHER INVITEES. Lessees, invitees, contractors, family members, and other persons entering the Project under rights derived from a Lot Owner shall comply with all of the provisions of this Declaration restricting or regulating the Lot Owner's use, improvements, or enjoyment of his Lot and other areas within the Property. The Lot Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Lot Owner himself.

SECTION 4. TERMINATION. This Declaration may be terminated only if all the Lot Owners and respective mortgage holders agree to such termination by an executed acknowledged instrument duly recorded in the real estate records of Salt Lake County, Utah.

SECTION 5. NONWAIVER. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 6. GOVERNING DOCUMENT CONFLICTS. If this Declaration conflicts in any way with the Association's Bylaws, Articles of Incorporation, or any rules and regulations, this Declaration shall trump and govern.

SECTION 7. RESERVATION OF EASEMENT. All Lot Owners shall by acceptance of contracts or deeds for Lots be conclusively deemed to have granted an easement to the Association to permit the Association to carry out its obligations and duties.

SECTION 8. ACCEPTANCE OF RESTRICTIONS. All Lot Owners shall by acceptance of contracts or deeds for Lots be conclusively deemed to have consented and agreed to all provisions set forth in this Declaration.

SECTION 9. MUTUAL AND RECIPROCAL BENEFITS. All of the CC&R's shall be made for the direct and mutual and reciprocal benefit of each and every Lot created in the Project and shall be intended to create a mutual and equitable servitude upon each of said Lots in favor of each other Lot created in the Project and to create reciprocal rights and obligations between the respective Lot Owners and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Lot Owners of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots in the Project.

SECTION 10. CONSTRUCTION; SEVERABILITY; NUMBER; CAPTIONS. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

IN WITNESS WHEREOF, the Association adopted this First Amended Declaration of Covenants, Conditions, and Restrictions of The Scenic Ridge Phases II Subdivision with the necessary approval of the Lot Owners as required herein.

THE SCENIC RIDGE ESTATES PHASE II HOME OWNERS ASSOCIATION, INC.

BY: Jared Knight

TITLE: President

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

On the 7th day of June, 2012, Jared Knight, who by me being duly sworn, did say that he/she is the President of The Scenic Ridge Estates Phase II Home Owners Association, Inc. and that the foregoing instrument was properly ratified by at least 75% of the Phase II Lot Owners, to the best of my knowledge.

Jared Knight
Association Representative

Ruth Rowley
Notary Public

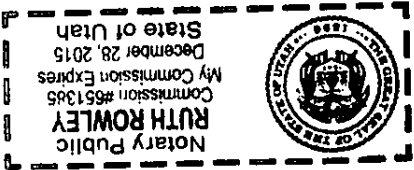


EXHIBIT A
Parcel Number and Legal Descriptions

<u>Parcel Number</u>	<u>Legal Description</u>
33161760090000	LOT 1, SCENIC RIDGE ESTATES PHASE 2
33161760020000	LOT 2, SCENIC RIDGE ESTATES PHASE 2
33161760030000	LOT 3, SCENIC RIDGE ESTATES PHASE 2
33161760040000	LOT 4, SCENIC RIDGE ESTATES PHASE 2
33161760050000	LOT 5, SCENIC RIDGE ESTATES PHASE 2
33161760060000	LOT 6, SCENIC RIDGE ESTATES PHASE 2
33161760070000	LOT 7, SCENIC RIDGE ESTATES PHASE 2
33161770100000	LOT 8, SCENIC RIDGE ESTATES PHASE 2
33161760080000	LOT 9, SCENIC RIDGE ESTATES PHASE 2
33161770110000	LOT 10, SCENIC RIDGE ESTATES PHASE 2
33161770120000	LOT 11, SCENIC RIDGE ESTATES PHASE 2
33161770130000	LOT 12, SCENIC RIDGE ESTATES PHASE 2
33161770090000	LOT 13, SCENIC RIDGE ESTATES PHASE 2
33161770080000	LOT 14, SCENIC RIDGE ESTATES PHASE 2
33161770070000	LOT 15, SCENIC RIDGE ESTATES PHASE 2
33161770060000	LOT 16, SCENIC RIDGE ESTATES PHASE 2
33161770050000	LOT 17, SCENIC RIDGE ESTATES PHASE 2
33161770040000	LOT 18, SCENIC RIDGE ESTATES PHASE 2
33161770030000	LOT 19, SCENIC RIDGE ESTATES PHASE 2
33161770020000	LOT 20, SCENIC RIDGE ESTATES PHASE 2
33162510070000	LOT 301, SCENIC RIDGE ESTATES PHASE 3

33162510080000	LOT 302, SCENIC RIDGE ESTATES PHASE 3
33162510090000	LOT 303, SCENIC RIDGE ESTATES PHASE 3
33162510100000	LOT 304, SCENIC RIDGE ESTATES PHASE 3
33162510110000	LOT 305, SCENIC RIDGE ESTATES PHASE 3

EXHIBIT B
Lot Owner Signatures

I, the undersigned, do affirm that I approve the First Amended Declaration of Covenants, Conditions and Restrictions of The Scenic Ridge Estates Phase II Subdivision in its entirety; and that this choice was made of my own accord, my own understandings, and my own will. I further affirm that I am the legal owner of the Lot listed below and that if I am the lone signatory below that I am either the sole owner of the Lot or that I have the permission of the other owners to sign this form on their behalf.

Signature: [Signature]
 Print Name: Scott Putnam
 Lot No.: 12
 Address: 1531 S 2765 West
 Date: 5/30/12

Signature: [Signature]
 Print Name: Jared Knight
 Lot No.: 07
 Address: 2746 W 15250 S
 Date: 5/30/12

Signature: [Signature]
 Print Name: Harmonie Wheeler
 Lot No.: 303
 Address: 2644 W. 15250 So.
 Date: 5/29/2012

Signature: [Signature]
 Print Name: Josh Naylor
 Lot No.: 6
 Address: 2774 W. 15250 S.
 Date: 5-30-12

Signature: [Signature]
 Print Name: Connie Kalmar
 Lot No.: 304
 Address: 2618 W 15250 S
 Date: 5-29-12

Signature: [Signature]
 Print Name: Georgia Rosquist
 Lot No.: 15
 Address: 15272 So 2765 W.
 Date: 5/30/12

Signature: [Signature]
 Print Name: R. PETERSEN
 Lot No.: 302
 Address: 2662 W 15250 S
 Date: 5-29-2012

Signature: [Signature]
 Print Name: JENNIFER LEWIS HUBER
 Lot No.: 8
 Address: 2718 W 15250 S
 Date: 5/30/12

Signature: [Signature]
 Print Name: Michelle Nelson
 Lot No.: 14
 Address: 15290 S. 2765 W.
 Date: 5/30/12

Signature: [Signature]
 Print Name: Chatez Glazowski
 Lot No.: 16
 Address: 15250 S 2765 WEST
 Date: 5/30/12

Signature: [Signature]
 Print Name: Joy Owens
 Lot No.: 11
 Address: 15289 So 2765 W
 Date: May 30, 2012

Signature: [Signature]
 Print Name: Michelle de Hart
 Lot No.: 20
 Address: 2929 W. 15250 So.
 Date: 5-31-12

Signature: [Signature]
Print Name: CETER MATTHEWSON
Lot No.: 69
Address: 2901 W 15250 S.
Date: 5-31-12

Signature: [Signature]
Print Name: Colbony H. Peterson
Lot No.:
Address: 15310 S. 2705 W.
Date: June 1, 2012

Signature: [Signature]
Print Name: David Spenshaw
Lot No.: #18
Address: 2871 W. 15250 S.
Date: 6/2/12

Signature: [Signature]
Print Name: Michael R. Dancy
Lot No.: 305
Address: 2620 W 15250 S
Date: 6-2-12

Signature: [Signature]
Print Name: Chuck Rigby
Lot No.: 17
Address: 2843 W 15250 S
Date: 5/2/12

Signature: [Signature]
Print Name: Ronda L. Dobb
Lot No.: 2
Address: 2888 W. 15250
Date: 6-4-12

Signature: [Signature]
Print Name: Mick Brazzavell
Lot No.: 3
Address: 2958 W. 15250 S.
Date: 6-4-12

Signature: [Signature]
Print Name: Paul Gephart
Lot No.: 301
Address: 2684 W. 15250 S.
Date: 6-4-2012

Signature: [Signature]
Print Name: Jeff Thacker
Lot No.: 10
Address: 15273 S. 2705 W
Date: June 4, 2012

Signature: [Signature]
Print Name: Sharon Lamoreaux
Lot No.: 5
Address: 2802 W 15250 S.
Date: 6-6-2012

Signature: _____
Print Name: _____
Lot No.: _____
Address: _____
Date: _____

Signature: _____
Print Name: _____
Lot No.: _____
Address: _____
Date: _____

Signature: _____
Print Name: _____
Lot No.: _____
Address: _____
Date: _____

Signature: _____
Print Name: _____
Lot No.: _____
Address: _____
Date: _____