

SECOND AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SUNSET PLATEAU SUBDIVISION

WHEREAS, Dean T. Terry Investments, a Utah corporation, hereinafter referred to as "Developer" established the Declaration of Protective Covenants, Conditions and Restrictions of Sunset Plateau Subdivision and recorded the same on March 7, 1990, in Book 552, at Pages 762-786, as Entry No. 361817 in the official records of the Washington County Recorder, State of Utah, and recorded its First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of Sunset Plateau Subdivision on June 22, 1990, in Book 564, at Pages 617-619, as Entry No. 367228, in the official records of the Washington County Recorder, State of Utah, and it being the Developer's intention to amend said Declaration of Protective Covenants, Conditions and Restrictions again to include Phase II and further modify provisions in said Declaration.

NOW THEREFORE, the Developer, Dean T. Terry Investments, does hereby amend the Declaration of Protective Covenants, Conditions and Restrictions of Sunset Plateau Subdivision as follows:

1. "The Property" as described in the first paragraph on page 1 of the Declaration is amended to read as follows:

All of Sunset Plateau Subdivision, Phases I-A and I-B, and Phase II, according to the official plats thereof on file in the office of the Washington County Recorder.

2. Paragraph 3, Article III, page 11, is amended to read as follows:

3. MULTI-LEVEL RESTRICTIONS: The following lots shall be restricted to single level structures or single level with a basement: Lots 1 through 5 and 25 through 41, and 60 through 63, inclusive. Single level shall be defined as a residential dwelling in which the living area on the first level above ground is not more than 12" from the natural ground level of the lot and shall exclude "split-level" structures.

3. Paragraph 9, Article III, page 12, is amended to read as follows:

9. ROOFING MATERIAL: Roofing material shall be

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1991 MAR 18 14:48 PM FEE \$12.00 BY KJP  
REQUEST: SOUTHERN UTAH TITLE CO.

limited to tile, or other such materials approved for use by the Architectural Control Committee.

4. Paragraph 32, Article III, page 16, is amended to read as follows:

32. **ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS:** Solar panels, heat pumps and/or air conditioning units shall not be placed on any roof in any structure in the Development nor shall any window-mounted heating and/or air conditioning units be allowed in any structure constructed in the development. Wall or side-mounted units shall not be allowed without approval of the Architectural Control Committee.

5. Paragraph 19, Article III, page 15, is amended to read as follows:

19. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot, part or portion of the property. It is the responsibility of each lot owner to locate the grade of the main sewer line and determine the depth of the basement to accommodate said grade. In no event shall Developer be liable for any damages which may occur due to the misplacement of sewer lines in basements in relation to the depth of the main sewer line.

6. Paragraph 9, Article IV, page 21, is amended to read as follows:

9. **ARCHITECTURAL CONTROL COMMITTEE APPROVAL PROCEDURE:**

A. **General Requirements:** Two complete sets of building plans and specifications, together with a plot plan showing the existing and planned improvements for the entire lot shall be submitted to the Architectural Control Committee. The Committee shall consider the size and materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within the subdivision, location with respect to topography, finish grade elevations, and harmony of landscaping with the natural setting.

B. **Plot Plan:** The plot plan shall show the street address, property lines, set back dimensions, existing and furnished elevations, contours, walls or fences and their height, roof plan, any exterior

lighting not attached to the structure, location of all utilities, landscaping location and description, location of utility meters, easements, and retaining walls, including heights.

C. Floor Plans: The use of each room must be clearly labeled, as well as the elevation of each floor, room dimensions, location of windows and doors, square footage for each floor, the total square footage, and type of heating and air conditioning.

D. Elevations: The plans shall show all sides of the proposed structure and indicate all materials to be used. A minimum of four elevation views are required. The height of the roof above the highest grade adjoining the structure must be shown.

E. Variances: Where circumstances such as topography, hardship, location of property lines, or other matters require the Architectural Control Committee, may be an affirmative vote of the majority members of the Committee, allow reasonable variances from the requirements of this document.

F. Certificate of Approval: Upon satisfactory review of the required plans, the Architectural Control Committee will return one set of plans to the owner upon which will be affixed a stamp of approval. Without said approval, no building permit will be issued by the City of St. George. No changes can be made after approval of the plans without resubmitting the changes to the Architectural Control Committee. The Certificate of Approval shall be revoked if all of the improvements are not completed in accordance with the approved plans and specifications.

7. Paragraph 20, Article III, page 14, is amended to read as follows:

20. BOATS, RECREATIONAL AND MOTOR VEHICLES: No boats, motorcycles, trailers, buses, motorhomes, campers or other vehicles shall be parked or stored upon any lot except in the side or back yard area. Any boat, trailer, bus, motorhome, camper, or other vehicle parked or stored in the side yard area shall be positioned so that the front of the vehicle faces the street. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the subdivision. All such vehicles shall be

properly registered and licensed, or meet such other governmental approval as may be required, and shall be maintained in a clean and tidy manner with respect to paint and coverings so as not to present an offensive sight from the street.

8. Paragraph 40 is added to Article III, at page 18, to read as follows:

40. CLEAN UP: During the construction phase of any dwelling or other structure, the following rules shall apply: (a) All construction waste material must be kept in a container, designed for such purposes. Said container shall be emptied frequently. (b) All construction materials shall be stacked until used in the construction phase. (c) A \$100.00 clean-up deposit shall be paid to the Association at the time of submittal of the plans and specifications to the Architectural Control Committee. Said deposit shall be returned to the owner upon completion of the construction phase, or used by the Association to bring the lot into compliance with the provision, as the Association may deem necessary. (d) Any dog brought onto the Development by a contractor, subcontractor, materialman, or any agent or employee thereof shall be kept on a leash no longer than 10 feet at all times. Violation of this provision shall result in the forfeiture of the \$100.00 clean-up deposit.

9. Paragraph 41 is added to Article III, at page 18, to read as follows:

41. MAILBOXES: Each lot shall have an approved mailbox, to be installed before the occupancy of the residential dwelling. It shall be the responsibility of the lot owner to provide the mailbox in strict accordance with the following specifications: Mailboxes manufactured by Leigh Mailbox, Mailguard style, model no. CL-7309, color number 4195. All mailboxes will be placed in pairs on rectangular steel posts, four inches by two inches in size, 3/16 inch steel thickness. The stand shall be placed in locations designated by the Architectural Control Committee and cemented in the ground so as to be 42 inches from ground level to the top of the stand (bottom of the mailbox) and set back from the edge of the sidewalk so that the front of the mailbox is even with the back edge of the sidewalk.

10. Paragraphs 9 and 10 of Article IV, are renumbered to

paragraphs 10 and 11.

11. Paragraph 12 is added to Article IV, at page 21, to read as follows:

12. AMENDMENT BY DEVELOPER: Anything contained herein to the contrary notwithstanding, the Developer shall have the right to amend the Declaration from time to time as needed to add additional phases to the Development. The Developer shall also have the right to modify the Declaration in order to accomplish the purposes set forth in the preamble to the Declaration, without a vote of the other owners. This right shall continue until 80% of all lots in all phases have been sold.

Except as otherwise provided in this Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions of Sunset Plateau Subdivision, all covenants, conditions and restrictions contained in the original Declaration and the First Amendment to the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 18<sup>TH</sup> day of MARCH, 1991.

DEAN T. TERRY INVESTMENTS,  
a Utah corporation, Developer

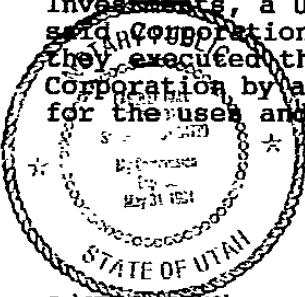
[Signature]  
By: Dean T. Terry, President

ATTEST:

[Signature]  
Carol F. Terry, Secretary

STATE OF UTAH )  
SS.  
COUNTY OF WASHINGTON)

On the 18 day of March, 1991, personally appeared before me Dean T. Terry, President of Dean T. Terry Investments, a Utah Corporation, and Carol F. Terry, Secretary of said Corporation, who being first by me duly sworn did say that they executed the foregoing instrument for and on behalf of said Corporation by authority of a resolution of its Board of Directors for the uses and purposes set forth therein.



[Signature]  
NOTARY PUBLIC  
Residing at: St George, UT  
My Commission Expires:

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