

To All Sunridge Property Owners,

The following amendment to our Covenants was passed at our annual owner's meeting in 2009. It has been recorded with Weber County and the change is official.

It should be noted that any exchange of property within Sunridge would have to be approved by four entities before the exchange can be completed. The four entities are:

1. Sunridge Board of Trustees
2. The property owner
3. Sunridge's Attorney
4. Weber County

This is for clarification that was discussed at the annual meeting.

Sincerely,

Michael R Richey
Sunridge Board President



W2415604

EH 2415604 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
02-JUN-09 227 PM FEE \$279.00 DEP SPY
REC FOR: SUNRIDGE PROPERTY OWNERS ASSOC

**2009 AMENDMENT
TO THE
PROTECTIVE AND RESTRICTIVE
COVENANTS**

**SUNRIDGE PROPERTY OWNERS
ASSOCIATION**

2009 AMENDMENT TO THE PROTECTIVE AND RESTRICTIVE COVENANTS of the SUNRIDGE PROPERTY OWNERS ASSOCIATION

This 2009 Amendment to the Protective and Restrictive Covenants of the Sunridge Property Owners Association ("Amended Covenants") is made and executed this ____ day of May, 2009, by the Sunridge Property Owners Association, Inc. ("Association").

RECITALS

WHEREAS, the real property, including lots, that is the subject of these Amended Covenants is situated in and upon that certain real property located in Weber County, State of Utah, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, and includes the common area that is appurtenant to each lot as shown on the plat maps for the Association; and

WHEREAS, it is the desire and intent of the members of the Sunridge Property Owners Association to amend various portions of the Protective and Restrictive Covenants of the Sunridge Property Owners Association ("Prior Covenants"), recorded in the Weber County Records Office on December 18, 2003, as Entry Number 1999641.

NOW THEREFORE, the owners of lots in the Association hereby enact the following amendments. If there is any conflict between the provisions in these Amended Covenants and the Prior Covenants, these Amended Covenants shall control.

AMENDMENT

1. Paragraph 4.02(f) of the Prior Covenants, dealing with the authority of the Board, is hereby repealed in its entirety and the following replacement paragraph 4.02(f) is hereby adopted:

4.02(f) Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, including the authority to adjust lot and plat boundaries, but only if the total amount of common area at Sunridge is not reduced and all Weber County ordinances are met.

2. Paragraph 4.03 of the Prior Covenants is hereby repealed in its entirety and the following replacement paragraph 4.03 is hereby adopted:

4.03 Notice to Owners The Association shall furnish one copy of these Restrictive and Protective Covenants to each principal owner as of the date the Covenants are adopted. Additional copies of Sunridge Bylaws or Covenants may be obtained from the Sunridge Secretary for a fee as set by the Association. Owners will be notified of routine changes in rules, regulations or procedures as may become necessary in the management of Sunridge via the Association newsletter (Ridgerunner), by special mailings to principal owners, by posting a

notice on the Sunridge web page (www.sunridge.info) and/or through prominent notices posted on Sunridge bulletin board(s), gates, and the Sunridge Security/Information Center.

3. Paragraph 8.05 of the Prior Covenants is hereby repealed in its entirety and the following replacement paragraph 8.05 is hereby adopted:

8.05 Late Fees. Should any lot owner fail to pay the annual assessment by the designated deadline, the delinquent payment shall be subject to a late fee of not more than \$50.00 per month, as established by a written resolution adopted by the Board, until the sum total of the assessment and the cumulated late fees are paid in full.

4. Effective Date. These Amended Covenants shall take effect upon recording in the office of the County Recorder of Weber County, State of Utah.

CERTIFICATION

I hereby certify that two-third of the lot owners present in person or by proxy at a meeting of the lot owners voted in favor of these Covenants.

IN WITNESS WHEREOF, this 27 day of May, 2009 .

"Sunridge Property Owners Association"

By Michael D. Richey
President

Michael D. Richey June 2 2009

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 27th day of May, 2009, personally appeared before me Mike Richey, who, being by me duly sworn, did say that he is President of the Sunridge Property Owners' Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.

Stephen L. [Signature]
Notary Public

Lynda D. Folkman June 2, 2009

