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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2595 EAST 3300 SOUTH  
SALT LAKE CITY UTAH 84109  
BY: LHA, DEPUTY - WI 10 P.

**WHEN RECORDED RETURN TO:**

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**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS, AND BY LAWS, FOR SUNSET PONDS P.U.D.**

This Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws, for Sunset Ponds P.U.D. is made and executed by Sunset Ponds Homeowners Association, Inc., a Utah nonprofit corporation, with its principle address at 487 Edindrew Circle, Murray, Utah 84107 (the "Declarant").

**RECITALS**

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws, for Sunset Ponds P.U.D. was recorded in the office of the County Recorder of Salt Lake County, Utah on January 9, 1998 as Entry No. 6834279 in Book 7850 at Page 2944 of the official records (the "Declaration").

B. The Declarant is the managing agent for the owners of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owner thereof, the Declarant hereby executes this Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws, for Sunset Ponds P.U.D.

1. Article III, Section 6 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

6.1 Rentals. At least eighty percent (80%) of the Lots/Homes at Sunset Ponds (the "Project") shall be owner-occupied. The Management Committee may but is not obligated to allow up to twenty percent (20%) of the Lots/Homes to be leased, rented, or occupied by a natural person while no Lot owner occupies the property as the Lot owner's primary residence (collectively "Rentals"); provided, however, the Management

Committee of Directors may but is not obligated to allow up to an additional ten percent (10%) rentals to avoid a hardship as that term is defined below. This will allow the Association to:

a. Protect the equity of the individual property owners at the Project; and

b. Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Lots/Homes and by preventing the Project from assuming the character of an apartment, renter-occupied, or investor driven subdivision;

c. Comply with the eligibility requirements for financing in the primary and secondary mortgage markets insofar as such criteria provide that the project be substantially owner-occupied, leasing of a Lots/Homes shall be restricted as set forth herein; and

d. Satisfy the requirements of Utah Code Ann., Section 57-8a-209 (2009) as it may be amended or supplemented from time to time.

6.2 Application. Any Owner who intends to lease or rent his or her Lot/Home or allow it to be occupied by a natural person while no Lot owner occupies the property as the Lot owner's primary residence shall submit a written application to the Management Committee requesting permission to do so. Applications may only be approved for a twelve (12) month period but may be renewed. Renewal applications are required every twelve (12) months on or before the anniversary date. Consent shall not be unreasonably withheld.

6.3 Condition Precedent. No Lots/Homes may be leased or rented or occupied by a natural person while no Lot owner occupies the property as the Lot owner's primary residence without the prior express written consent of the Management Committee.

6.4 Definition of Owner-Occupied. The term "owner-occupied" shall mean a Lot/Home occupied by one of the following as his or her primary residence:

a. The reputed Lot owner of record, as shown in the official records of the County Recorder of Salt Lake County, Utah; or

b. The spouse, parent, child, or sibling of the reputed Lot owner; or

c. The shareholder, partner, member, trustor, beneficiary, or other legal representative of an institutional owner, such as a corporation, limited liability company, or trust (provided, such person holds a beneficial interest in such legal entity of at least 50.1%) and/or his or her spouse, parents, child, or sibling.

6.5 Hardship Exception. The Association may exempt from the rental restrictions the following Lot owners and his or her Lot provided such an exemption will not disqualify the Project or a particular Lot from qualifying for financing:

a. A Lot owner in the military for the period of the Lot owner's deployment;

b. A Lot/Home occupied by a Lot owner's spouse, parent, child, or sibling;

c. A Lot owner whose employer has relocated the Lot owner for no less than two (2) years;

d. A Lot owned by a corporation, limited liability company, trust, or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (a) the estate of a current resident of the Lot/Home; or (b) the spouse, parent, child, or sibling of the current resident of the Lot/Home;

d. The Lot owner dies and the Lot/Home is being administered by his or her estate; or

e. Other good cause.

6.6 Grandfather Clause. A Lot owner who has a rental in the Project before the time this rental restriction is recorded in the Office of the County Recorder of Salt Lake County, Utah may continue renting his or her property until:

a. The Lot owner ceases to rent, occupies, or sells the Lot/Home; or

b. An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of the corporation, limited liability company, trust, or other entity that holds an ownership interest in the Lot, ceases to rent, occupies or sells the Lot/Home.

6.7 Tracking. The Association shall create, by rule or resolution, procedures to:

- a. process the application for leave to rent a Lot/Home;
- b. approve or deny the application;
- c. determine and track the number of rentals and Lots/Homes in the Project; and
- d. ensure consistent administration and enforcement of the rental restrictions.

6.8 Copy of Signed Lease or Rental Agreement to be Provided to Management Committee. A Lot owner leasing or renting his or her Lot/Home shall submit to the Management Committee a copy of the signed Lease or Rental Agreement, with the renters contact information, within ten (10) days after it has been signed by all parties.

6.9 Leases. Each and every agreement for the leasing or rental or occupancy by a natural person while no Lot owner occupies the Lot/Home as the Lot owner's primary residence ("collectively "Rental Agreement") shall be in writing.

- a. By virtue of taking possession of a Lot/Home, each renter agrees to be subject to and abide by the governing documents (including the Rules) for Sunset Ponds, and a violation of the governing documents shall be considered a material violation and default under the Rental Agreement;
- b. No Lot Owner shall be permitted to lease or rent his or her Lot/Home for transient, vacation, hotel, seasonal, or short-term purposes;
- c. Daily and weekly rentals are prohibited;
- d. No Lot owner may lease individual rooms to separate persons or less than the entire Lot/Home without the express prior written consent of the Management Committee;
- e. The initial term of any Rental Agreement shall be at least six (6) months; and
- f. The Management Committee may charge a renters deposit and/or renters set-up administrative fee.

g. Within ten (10) days after delivery of written notice from the Association notifying the Lot owner of the creation of a nuisance or material violation of the governing documents, the Lot owner shall at the request of the Association serve the occupants of the Lot/Home with a nuisance notice for eviction, notice to perform conditions or vacate, or other appropriate notice in accordance with the Utah Forced Entry and Detainer Act and, if necessary, proceed with an unlawful detainer action in a court of competent jurisdiction. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or rent or otherwise grant occupancy rights to his or her Lot/Home.

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

3. 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 the 20 day of March, 2014.

SUNSET PONDS HOMEOWNERS ASSOCIATION, INC.

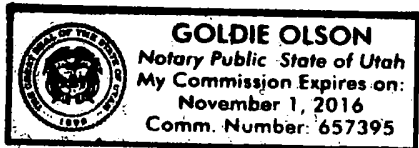
By: [Signature]  
Name: Luciano Pannunzio  
Title: Vice President

**ACKNOWLEDGMENT**

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

On the 20 day of March, 2014, personally appeared before me Luciano Pannunzio, who by me being duly sworn, did say that s/he is the Vice President of the SUNSET PONDS HOMEOWNERS ASSOCIATION, INC. and that the within and foregoing instrument was signed in behalf of said Association by authority of its Declaration of Condominium, Articles of Incorporation, and a Resolution of its Board of Directors, and said Luciano Pannunzio duly acknowledged to me that said Association executed the same.

[Signature]  
NOTARY PUBLIC



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

RXLP B FLG	SUNSET BLK/BLDG	PONDS IND	PUD FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
			L	1	28-29-104-010-0000	NO
			L	2	28-29-104-011-0000	NO
			L	3	28-29-104-012-0000	NO
			L	4	28-29-107-003-0000	NO
			L	5	28-29-107-001-0000	NO
			L	6	28-20-354-001-0000	NO
			L	7	28-29-107-004-0000	NO
			L	8	28-29-107-002-0000	NO
			L	9	28-20-354-002-0000	NO
			L	10	28-29-108-002-0000	NO
			L	11	28-29-108-001-0000	NO
			L	12	28-20-355-001-0000	NO
			L	13	28-20-355-002-0000	NO
			L	14	28-20-355-003-0000	NO
			L	15	28-20-355-004-0000	NO
			L	16	28-20-355-005-0000	NO
			L	17	28-20-355-006-0000	NO
			L	18	28-29-108-007-0000	NO
			L	19	28-29-108-008-0000	NO

PF1=VTDI PF5=RKPK PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP B FLG	SUNSET BLK/BLDG	PONDS IND	PUD FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
			L	19	28-29-108-008-0000	NO
			L	20	28-29-108-009-0000	NO
			L	21	28-29-108-006-0000	NO
			L	22	28-29-108-005-0000	NO
			L	23	28-29-108-004-0000	NO
			L	24	28-29-108-003-0000	NO
			L	25	28-20-353-017-0000	NO
			L	26	28-20-353-018-0000	NO
			L	27	28-20-353-019-0000	NO
			L	28	28-20-353-020-0000	NO
			L	29	28-20-353-021-0000	NO
			L	30	28-20-353-022-0000	NO
			L	31	28-20-353-023-0000	NO
			L	32	28-20-353-024-0000	NO
			L	33	28-20-353-025-0000	NO
			L	34	28-20-353-026-0000	NO
			L	35	28-20-353-027-0000	NO
			L	36	28-20-353-028-0000	NO
			L	37	28-20-353-029-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS



RXLP B FLG	SUNSET BLK/BLDG	PONDS IND	PUD FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
			L	37	28-20-353-029-0000	NO
			L	38	28-20-353-030-0000	NO
			L	39	28-20-353-031-0000	NO
			L	40	28-20-353-032-0000	NO
			L	41	28-20-353-033-0000	NO
			L	42	28-20-353-034-0000	NO
			L	43	28-29-104-018-0000	NO
			L	44	28-29-104-019-0000	NO
			L	45	28-29-104-020-0000	NO
			L	46	28-29-104-021-0000	NO
			L	47	28-29-104-022-0000	NO
			L	48	28-29-104-023-0000	NO
			L	49	28-29-104-017-0000	NO
			L	50	28-29-104-016-0000	NO
			L	51	28-29-104-015-0000	NO
			L	52	28-29-104-014-0000	NO
			L	53	28-29-109-007-0000	NO
			L	54	28-29-109-005-0000	NO
			L	55	28-29-109-003-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RKPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP B FLG	SUNSET BLK/BLDG	PUD IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	55	28-29-109-003-0000	NO
		L	56	28-29-109-001-0000	NO
		L	57	28-20-356-001-0000	NO
		L	58	28-20-356-002-0000	NO
		L	59	28-29-109-002-0000	NO
		L	60	28-29-109-004-0000	NO
		L	61	28-29-109-006-0000	NO
		L	62	28-29-109-008-0000	NO
		L	AREA	28-29-104-013-0000	NO
		L	AREA	28-29-104-024-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS