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BK 4235 PG 699

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

3/8/2007 2:30:00 PM

FEE \$154.00 Pgs: 5

DEP eCASH REC'D FOR US TITLE COMPANY OF UTAH

AFTER RECORDING RETURN TO:

Nathan W. Pugsley  
Woodside Sunset Farms, LLC  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, UT 84054

(Space Above Line for Recorder's Use Only)

Assessor Parcel No's:

08-375-0101 through 08-375-0102

08-376-0201 through 08-376-0231

08-379-0301 through 08-379-0328

08-387-0401 through 08-387-0422

08-410-0601 through 08-410-0653

08-411-0701 through 08-411-0706

**THIRD CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR  
SUNSET EQUESTRIAN ESTATES**

THIS THIRD CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUNSET EQUESTRIAN ESTATES (this "Amendment"), is made as of this 5<sup>th</sup> day of March, 2007, by WOODSIDE SUNSET FARMS, LLC, a Utah limited liability company ("Declarant"). This Amendment pertains to and affects the real property described on Exhibit "A" attached hereto.

WITNESSETH:

**ACCOMMODATION  
RECORDING ONLY  
U.S. TITLE**

WHEREAS:

A. The original Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sunset Equestrian Estates (the "Original Declaration") was recorded in the official real estate records of Davis County on November 22, 2005, as Entry Number 212476 in Book Number 3917 beginning at Page Number 1135; and the First Certificate of Amendment to the Original Declaration (the "First Amendment") was recorded in the Official Records, Davis County Recorder, Davis County, Utah on September 29, 2006, as Entry Number 2206473 in Book Number 4128 beginning at Page Number 2720; and the Second Certificate of Amendment to the Original Declaration (the "Second Amendment") was recorded in the Official Records, Davis County Recorder, Davis County, Utah on February 2, 2007, as Entry Number 2241523 in Book Number 4212 beginning at Page Number 1595; and

B. Declarant desires to amend the Original Declaration to make it conform to the requirements of existing law.

C. Pursuant to Section 9.2 of the Original Declaration, the Original Declaration can be unilaterally amended by Declarant from time to time.

**NOW, THEREFORE,** in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby declares as follows:

1. The Original Declaration is hereby amended to replace the original text in Section 4.5 in its entirety with the following text:

Initial Reserve Contribution and Maintenance Fee. At the conveyance of a Lot by the Declarant, the grantee of such Lot shall be required to pay an initial reserve contribution and maintenance fee to the Association, in an amount equal to the greater of: (a) four (4) full monthly installments of the greater of the initial or then-applicable Annual Assessment (notwithstanding any other commencement date of the Assessments), or (b) Two Hundred Forty Dollars (\$240.00). The initial reserve contribution and maintenance fee will help perpetuate the reserve funds and reduce the Common Expenses of the Association. The apportionment of these funds will be at the sole discretion of the Board. Such contribution is in addition to, and is not to be considered as an advance payment of, the Annual Assessment for such Lot.

2. The Original Declaration is hereby amended to replace the original text in Section 8.14 in its entirety with the following text:

Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Semi-trucks and trailers may not be parked on the street except while loading or unloading. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area, and to the extent possible, screened from street view by a 6' view obscuring fence. Larger recreational vehicles that extend above the 6' fence shall be allowed, provided they meet the other provisions of this paragraph. Sufficient side yard gate access should be planned and provided for in the design of the Residence to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. In the event of any conflict between the provisions of this section and any city or county requirements, the more restrictive provision shall control.

3. Sections 8.14.1 through 8.14.6 of the Original Declaration shall remain in full force and effect and shall not be altered or amended by any of the provisions of this Amendment.
4. Except as expressly modified herein, the Original Declaration, the First Amendment and the Second Amendment shall remain in full force and effect.
5. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Original Declaration.

**IN WITNESS WHEREOF**, Declarant has executed this Amendment the day and year first written above.

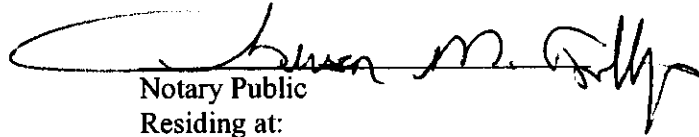
**DECLARANT:**

Woodside Sunset Farms, LLC  
a Utah limited liability company

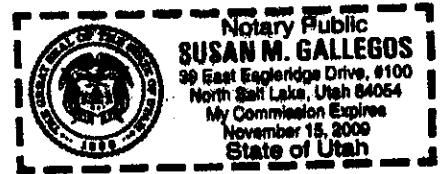
By:   
Name: Nathan W. Pugsley  
Its: Manager

STATE OF UTAH    )  
                                  ) ss  
County of Davis    )

On the 5<sup>th</sup> day of March 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said Woodside Sunset Farms, LLC, that executed the within instrument.



Notary Public  
Residing at:  
My Commission Expires:



**EXHIBIT A  
LEGAL DESCRIPTION**

**The Legal Description is as follows:**

**All the lots, parcels, and open space contained within Kaysville Sunset Farms Subdivision Phase 1**, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2122407, Book 3911, Page 1573 on November 14, 2005.

**All the lots, parcels, and open space contained within Kaysville Sunset Farms Subdivision Phase 2**, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2122408, Book 3911, Page 1577 on November 14, 2005.

**All the lots, parcels, and open space contained within Kaysville Sunset Farms Subdivision Phase 3**, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2128851, Book 3927, Page 466 on December 8, 2005.

**All the lots, parcels, and open space contained within Kaysville Sunset Farms Subdivision Phase 4**, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2146361, Book 3975, Page 436 on February 21, 2006.

**All the lots, parcels, and open space contained within Kaysville Sunset Equestrian Estates Plat 6, Cluster Subdivision** recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2241520, Book 4212, Page 1589 on February 2, 2007.

**All the lots, parcels, and open space contained within Kaysville Sunset Equestrian Estates Plat 7, Cluster Subdivision**, recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2241521, Book 4212, Page 1590 on February 2, 2007.