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MAIL TO:
SUNSET PARK HOA
P.O. BOX 476
SPANISH FORK UT
84660

SECOND AMENDMENT, SUPPLEMENT, TO THE
DECLARATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR SUNSET PARK PLANNED RESIDENTIAL DEVELOPMENT,
SPANISH FORK, UTAH

THIS SECOND AMENDMENT is made and executed this 12 day of January, 2010, by the BOARD OF TRUSTEES for the SUNSET PARK HOMEOWNERS ASSOCIATION.

WITNESSETH

WHEREAS, the Declarations of Covenants, Conditions, and Restrictions (hereinafter referred to as CC&Rs) for Sunset Park Planned Residential Development Subdivision were executed on March 15, 1996, May 12, 1997, and August 28, 1997, and recorded in the Office of the Utah County Recorder respectively on March 21, 1996 as Entry No. 23420, and on August 6, 1997 as Entry No. 59758, and on January 7, 1998 as Entry No. 1430; and is further described legally as:

Sunset Park Planned Residential Development, Plat C, Lots 1 through 77. Sunset Park Planned Residential Development, Plat D, Lots 1 through 30, Lots 33 and 34. Sunset Park Planned Residential Development Plat F, Lots 1 through 63. Also, including all appurtenant greenbelt area, park space, open space, and common areas of said subdivision plats.

WHEREAS, the Secretary of the Board of Trustees certifies that the Membership of SUNSET PARK HOMEOWNERS ASSOCIATION has voted and approved the following changes and amendments pursuant to the CC&Rs, the following sections denote the changes as follows:

5.02. Buildings. Descriptions and specifications for improvements on each Lot are as follows:

- (a): Each Lot shall have one (1) house. Each house shall have an attached, fully enclosed garage adequate for two (2) standard size automobiles. No permanent or temporary canvas, tarp, wooden, or metal carports shall be permitted. A cement pad behind or to the side of the dwelling is only allowed with prior written approval from the board. Square footage shall not be less than 1050 square feet for a single story residence, nor less than 1600 square feet, with a minimum of 800 square feet on the 1st floor, for a two story residence.
- (b): Additions and/or add-ons to the square footage of any dwellings must first be approved by the board. Any additions made to the dwelling must be done by a licensed, master craftsman (no "do-it-yourself"). A building permit from the city must be obtained, with other supporting documents and plans, and be presented to the board for final written approval before building can take place. Any additions must meet the same aesthetic color and material requirements as the dwelling (see 5.17) Subtractions from the square footage of a dwelling are never allowed
- (c): Unchanged from First Amended Document (Use of Garage)

5.06- Antennae. No exterior radio antennae, television antennae, or large satellite dishes shall be erected or maintained on a lot. Smaller, house mounted satellite dishes are permitted providing that they are attached only to the side or back of the home. Satellite dishes are never to be attached to the front of a home or within a direct street view.

5.09- Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred or kept on any Lot except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. So to avoid any unsightly messes or odors, pet owners shall be responsible for immediate cleanup of their animal's waste on their Lot as well as on all common areas and neighbor Lots.

5.13. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a): Unchanged from First Amended Document
- (b): Unchanged from First Amended Document
- (c): Unchanged from First Amended Document
- (d): Unchanged from First Amended Document



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RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Feb 09 8:44 am FEE 187.00 BY CS
RECORDED FOR SUNSET PARK HOA

- (e): Unchanged from First Amended Document
- (f): Unchanged from First Amended Document
- (g): Unchanged from First Amended Document (Ability of Board of Trustees to enter property to repair)
- (h): Unchanged from First Amended Document

5.15 Boats, Trailers, Campers and Other Vehicles. Because of limited space on individual Lots within this Subdivision, the following specifications for parking and storage of vehicles shall be in effect:

- (a): Unchanged from original document. (See 5.15 (d) and (e) for exceptions.)
- (b): Unchanged from original document: (Use of garage.)
- (c): In situations of shared driveways, each side is considered an easement for the Owner's Neighbor and must be kept clear to make it possible for the Owner to drive into one's garage. A minimum of two (2) off-street parking spaces for cars shall be provided on each shared Lot, and the parking in driveways of any vehicle shall be for temporary purposes only. Private driveways, never shared driveways, are allowed a maximum of three (3) vehicles per Lot, and the parking of said vehicles shall be for temporary purposes only. The storage of non-running or non-used vehicles is never permitted. In accordance with city law, at least one auto (car, truck, SUVs) is required to be parked in the garage.
- (d): Unchanged from First Amended Document (Trailers)
- (e): Unchanged from First Amended Document (Trailer Parking Permit)

5.16-Swimming Pools. All swimming pools, small and large, including wading pools, must be enclosed within a permanent six (6) foot fence, or emptied each day after use.

5.17- Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the Board and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors shall be earth tone (subtle brown tones, tan, white, sage, or subtle tones of yellow), including subtle blue and grey tones, as approved by the Board. Each house may include some brick, stone, stucco or distinctive features on the front exposure, and prior written approval from the board must be obtained before such improvements are made. Roofs shall be tile, architectural shingles (grey, black and browns), or other materials selected from Board approved shingles, and no gravel roofs or wood shingles shall be permitted.

- (a): Porch railings shall be white vinyl. Ornate white, black, or silver metal railings are permitted with prior approval from the board. The painting of a porch railing to a coordinated earth tone color (subtle tones of brown, tan, black, or grey) is permitted with prior written approval from the board.

5.23-Renting. At least eighty percent (80%) of the dwelling units in the Subdivision must be owner-occupied in order to comply with Federal Housing Authority regulations. Owner-occupied shall mean that the owner or owners are on file with the county records or the immediate family of the same (lawful spouse, father, mother, child or children, brother(s) or sister(s) resided and designate the dwelling unit as their primary residence. Inhabitants of *rent-to-own* properties, whose names are not on file with the county records as the owner of the property, are not considered the owner of said property but are considered renters. No more than twenty percent (20%) of the dwellings in the Subdivision shall be "rental units", or non-owner occupied dwellings. The Association shall control the quota of rentals on a first-come, first-serve basis by maintaining a List of Owners Renting, which includes Owners wishing to rent their units

- (a): Unchanged from First Amended Document (Rental List Procedures)
- (b): Unchanged from First Amended Document (Rental Agreements)

5.25 Landscaping. To comply with the originally planned desire for an open, spacious and green growing appearance, the following provisions shall govern the landscaping of Lots within the Subdivision:

- (a): The initial landscaping shall include, as a minimum, the following: Sod or green seed in the front, side and rear yards; Decorative bushes and flowering plants are encouraged, as well as at least one tree in the front yard, carefully placed so as to allow for mature sizes of the same. At least one tree in the backyard is recommended but not required. Yards landscaped entirely with rock are prohibited.
- (b): Unchanged from First Amended Document (Sprinklers)
- (c): Unchanged from First Amended Document

IN WITNESS WHEREOF the Board of Trustees has executed this Amendment to the Master Declaration, pursuant to the two-thirds majority vote of the voting membership of the Sunset Park Homeowners Association as of the day and year first above written.

SUNSET PARK HOMEOWNERS ASSOCIATION

Karen Simpson
 By Karen Simpson
 Acting Board of Trustees President

STATE OF Utah)
)ss:
 COUNTY OF Utah)

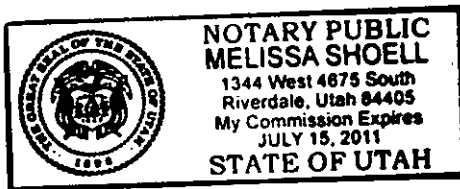
On this the 12 day of January 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Simpson, known or identified to me to be the Acting President of the Sunset Park Homeowners Association Board of Trustees, and acknowledged to me that she executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

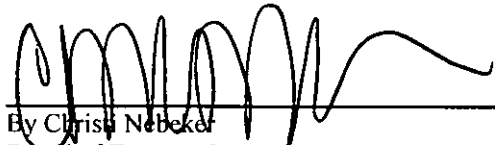
Melissa Shoell
 Notary Public for

Residing at: American Fork

My Commission Expires: July 15, 2011




SUNSET PARK HOMEOWNERS ASSOCIATION


By Christi Nebeker
Board of Trustees Secretary

STATE OF)
)ss:
COUNTY OF)

On this the 22nd day of January ~~2009~~ ^{2010 AW}, before me, the undersigned, a Notary Public in and for said State, personally appeared Christi Nebeker, known or identified to me to be the Secretary of the Sunset Park Homeowners Association Board of Trustees, and acknowledged to me that she executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for
Residing at: SPANISH FORK, UT
My Commission Expires: 6/16/12

