

MAIL TO: SUNSET PARK HOA
P.O. Box 476
SPANISH FORK, UT 84660
EMAIL: SPHOA04@YAHOO.COM

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Feb 03 8:42 am FEE 190.00 BY STL
RECORDED FOR SUNSET PARK HOA

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

THIS AMENDMENT is made and executed this 11th day of January, 2006, 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 Plat B, Lot 20. 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 areas, 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:

5.01. Use. Lots shall be used only for residential purposes.

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 carports shall be allowed. 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): Unchanged from original document.
- (c): Changing the use of the garage to anything other than automobile parking is prohibited.

5.03. Approval of Use and Plans. No Improvements shall be built or placed within the Property without first presenting plans to the Board of Directors for review. Two sets of building, fencing or extensive landscaping plans are to be submitted.

5.04 Prohibited Buildings/Uses.

- (a): No trailer or other vehicle, tent, shack, shed, garage, or out building shall be used as a permanent residence.
- (b): No noxious or offensive activities shall be conducted on any Lot, or Common Areas, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Occupants of other Lots within the Subdivision. Unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise is prohibited at all times.

5.06. Antennae. Unchanged from original document.

5.07. Easements. Unchanged from original document.

5.08. Lighting. Because of an agreement made between the city of Spanish Fork and the developer of the Subdivision at the time of construction, a minimum number of city street lights are installed in Sunset Park. For the safety and protection of all residents, the specifications for the lighting of each Lot are as follows:

- (a): Each Owner shall install and maintain in working condition a white bulb of 60 watts (or 840 lumens) in the light pole in each front yard. Each pole light shall have a photo-sensitive switch to automatically turn the light bulb on at sunset and off at sunrise.
- (b): All exterior lights and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spilling on a neighbors Lot

5.12. Commercial Use Prohibited. No Lot shall be used for commercial or business activity other than sales activities relating to the Subdivision, model homes or real estate sales. "Commercial or business activity" shall not include the rental by an Owner of a Lot. Employees, customers, clients, patrons or similar persons related to a commercial or business activity are not to be present on the Lot on a regular basis.

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

- (a): Each Owner of a Lot shall maintain all Improvements in good and sufficient repair, and shall keep the Improvements thereon painted or stained, lawns cut, weeds removed, shrubbery trimmed, windows intact, rubbish and debris removed and otherwise maintain the yard and house in a neat and aesthetically pleasing condition.
- (b): All damage to any Improvements shall be repaired as promptly as is reasonably possible, including lamp posts, fences, shingles, mailboxes, and trees or other plants on the property.
- (c): A Building which is vacant shall be kept locked and the windows intact in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.
- (d): All structures, facilities, equipment, objects and conditions determined by the Board of Directors, at its sole discretion, to be offensive, shall be enclosed within a fence or screened from public view. All trash, debris, garbage and refuse shall be kept at all times in the city provided and approved covered garbage can. All such garbage containers shall be kept towards the back of a Lot out of public view as much as possible.
- (e): No articles, goods, machinery, or similar items shall be stored, kept or maintained anywhere on a Lot in the open or exposed to public view.
- (f): Any event or condition on a Lot which, in the sole discretion of the Board of Directors, creates an unsightly or blighting influence, such as shingles missing from a roof, shall be corrected, removed or obstructed from public view by the Owner of the Lot.
- (g): In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of Directors and/or Property Management Company, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to levy fines of \$15 per day per violation until such condition is corrected, unless a written extension is obtained by Owner from the Board. The Owner shall be responsible to notify the Board of Directors and/or Property Management Company when the situation is rectified and the property has returned to compliance with this Master Declaration (CC&Rs). The Owner of the offending Lot shall be personally liable for all costs and expenses incurred in the collection of fines. Each Owner shall pay all amounts due within sixty (60) days after receipt of written demand of the amounts levied as a Limited Assessment against the Lot, or at the option of the Board, the matter will be referred for collection, or a lien placed upon the property.
- (h): Each Owner shall maintain the city-owned right-of-way area known as the "planter strip" between Owner's front property line and the back of curb as Owner's property in accordance with this Master Declaration. This includes upkeep of lawn and trimming of trees or bushes.

5.14 Mining and Drilling. No Lot shall be used for the purpose of mining, drilling, quarrying, boring or exploring for or removing water, steam, oil gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

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 Lot, and the parking in driveways of any vehicle shall be for temporary purposes only.
- (d): The parking of trailers shall be for temporary purposes only. From May through October enclosed recreational trailers may be parked while they are loaded or unloaded for family outings. The storage of any trailer year-round is prohibited.
- (e): Commercial vans or trailers used in employment may be parked overnight at the end of driveways providing it is not unsightly or inconvenient for the Owner's immediate Neighbors, including those who live across the street. It shall be the Owner's responsibility to obtain a Trailer Parking Permit from the Board of Directors and to obtain signatures from neighbors who agree the trailer is not a problem. The Permit shall then be returned to the Board and kept on file for future reference. Should a Neighbor involved on the Permit move, the Owner must be responsible to obtain a new Trailer Parking Permit and repeat the process. If at any time the trailer becomes an issue of concern, the Board may be contacted for their input and final decision.

5.16 Swimming pools. In accordance with Spanish Fork City Ordinance, all swimming pools (large or small) must be enclosed within a six (6) foot fence.

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5.17 Exterior Materials and Colors. Unchanged from original document.

5.18 Vehicles. The use of all vehicles, including but not limited to cars, trucks, bicycles, skateboards, motorized bikes, scooters, ATV's, dune buggies and motorcycles, shall be subject to city laws, and no motorized vehicles of any kind shall be used on any sidewalks or grass areas in the Subdivision.

5.19 External Energy Devices/ Supplemental Energy Devices.

Supplemental and standby energy producing devices are acceptable under the following conditions provided the member has received a permit from the city to install such devices:

- (a): Generators are to be used as a standby system only, not to exceed 80% of home electrical service size, are to be of the type manufactured for the purpose of standby power system, to be fueled by natural gas, and be placed next to home, like a central air conditioner. Standby generators are to have their own enclosure from the manufacturer and not to be placed in garage or other buildings on the Lot.
- (b): Solar energy supplemental devices are acceptable if such devices can comply with section 5.13.d.
- (c): Wind power generating supplemental devices are acceptable if such devices can comply with section 5.13.d.
- (d): Fuel Cell devices will fall under this section as the technology progresses. Approval from the ACC must be given before installation.

5.20 Mailboxes. Unchanged from original document.

5.21 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a home for sale or rent by displaying a single, neat, reasonably sized sign. Signs advertising the name of the builder or the institution providing financing may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purpose are prohibited.

Any directional traffic or pedestrian sign or a sign giving special instructions, such as Deaf Child at Play, shall be permitted, provided the same is approved by the Board prior to installation.

5.22 Subdividing. No Lot or easement may be subdivided without the prior written consent of the Board of Directors. The conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot, which abuts the conveyed portion for the purpose of correcting a common boundary, or other similar purpose, shall not be deemed to be a subdividing of a Lot.

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 of record, or the immediate family of the same (lawful spouse, father, mother, child or children, brother(s) or sister(s) reside and designate the dwelling unit as their primary residence. 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): When the rental quota is not filled, the Association shall notify the first Owner on the List of Owners Renting, and he will be given the opportunity to rent his unit. Owners shall have thirty (30) days after legal notice to notify the Association of their intention to rent their unit before the opportunity is passed to the next owner on the waiting list.
- (b): When the rental quota is filled, the following procedures shall be in effect: Owners who are renting must register with the Board of Directors and provide in writing the names of renters. Owners wishing to rent their property must register with the Board and receive prior approval from the Board prior to each time the unit is rented. Copies of lease/rental agreements must be filed with the Board.

5.24 Fences. All fences constructed shall be in compliance with the ordinances of Spanish Fork, Utah. No fence, wall, hedge, high planting, obstruction or other visual or privacy barrier (hereafter collectively called "fence") of any kind shall be constructed on a lot unless the plans and specifications, including the location, design and color, have been approved in writing by the Board of Directors prior to the construction or installation.

- (a): Backyard fences and back side yard fences shall not exceed six (6) feet in height. Materials acceptable for fencing are premium grade wood slats or vinyl sections. Chain link fences are not permitted.
- (b): Front fences around or within the perimeter of the front-yard set-back area shall not exceed three (3) feet in height. Material acceptable for front fences is vinyl only, preferably pickets so the open feeling can be maintained. Chain link fences are not permitted.

- (c): All fences shall be constructed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located. All damaged fencing shall be repaired or replaced to original design, materials, and color within 90 days of first notice from the Board.
- (d): No fence shall interfere with the use and enjoyment of neighboring Lots, streets or any easement reserved in this Master Declaration, or shown on the recorded subdivision plat of the Property. Fences constituting an undesirable, noxious or nuisance effect upon neighboring Lots will not be allowed.
- (e): All fences constructed or installed on the interior of a Lot, for dog runs, swimming pools, etc., which are visible from an adjoining Lot or from a street shall be subject to prior approval by the Board of Directors.

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:

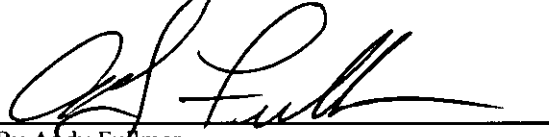
- (a): The initial landscaping shall include as a minimum, sod or green grass seed in the front, side and rear yards. Decorative bushes and flowering plants are encouraged, as well as one or two trees, carefully placed so as to allow for mature sizes of same.
- (b): The front yard shall be irrigated with an automatic underground sprinkler system. It is strongly encouraged that the side and rear yard also be irrigated by an automatic underground sprinkler system.
- (c): All required landscaping on a Lot shall be installed within ninety (90) days after occupancy of the Building by the Occupant, with a reasonable extension for weather.

5.26 Adoption of Board of Directors Rules & Standards. Unchanged from original document.

6.05 Voting. The Association shall have voting membership of all Owners of Lots within the Subdivision, and shall be entitled to one (1) vote for each Lot owned.

IN WITNESS WHEREOF the Board of Trustees have 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

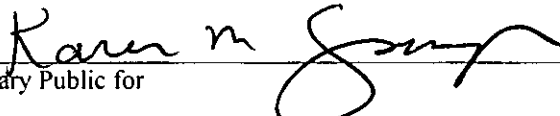


By Andy Fullmer
Board of Trustees President

STATE OF Utah)
)ss:
COUNTY OF Utah)

On this the 11th day of January 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Andy Fullmer, known or identified to me to be the President of the Sunset Park Homeowners Association Board of Trustees, and acknowledged to me that he executed the within instrument.

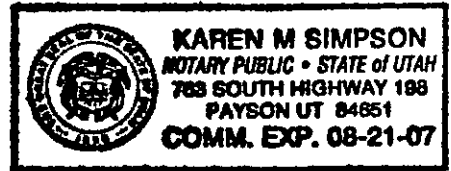
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for

Residing at: 765 S. Highway 198 Payson, Ut 84651

My Commission Expires: 8-27-2007



Nadine Meyer
By Nadine Meyer
Board of Trustees Secretary

STATE OF Utah)
)ss:
COUNTY OF Utah)

On this the 11th day of January 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Nadine Meyer, 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.

Karen Simpson
Notary Public for

Residing at: 763 S. Highway 198 Payson, UT 84651

My Commission Expires: 8-21-2007

