



ENT 21405:2010 PG 1 of 7  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Mar 16 4:26 pm FEE 216.00 BY SS  
RECORDED FOR PROVO LAND TITLE COMPANY

WHEN RECORDED, RETURN TO:

Sunset Hollows, LLC  
865 West 260 South  
Pleasant Grove, Utah 84062  
Attention: John Ogden, Manager

Tax ID # \_\_\_\_\_  
Space above for County Recorder's Use

AMENDMENT TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Including Owner Association Bylaws)

SUNSET HOLLOW AT THANKSGIVING POINT

(A Planned Unit Development)  
Lehi, Utah County, Utah

This Amendment to Declaration of Protective Easements, Covenants, Conditions and Restrictions of Sunset Hollow at Thanksgiving Point ("Amendment") is entered into as of March \_\_, 2010, by Sunset Hollows, LLC, a Utah limited liability company ("Successor Declarant") in its capacity as the owner and developer of Sunset Hollow at Thanksgiving Point, an expandable planned unit development in Lehi, Utah County, Utah ("Development").

**RECITALS**

Declarant's predecessor in interest previously recorded that certain Declaration of Protective Easements, Covenants, Conditions and Restrictions dated December 20, 2004 and recorded in the Utah County Recorder's Office on February 9, 2005 as Entry No. 13801:2005 (the "Original Declaration"). Capitalized terms used and not identified herein shall have the meaning given them in the Original Declaration.

The Original Declaration governs the subdivision commonly known as Sunset Hollow at Thanksgiving Point and affects certain real property located in Utah County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Declarant now desires to amend the Original Declaration as set forth herein. This Amendment has been consented to by all owners of the Property.

**AMENDMENTS**

1. Article II, Definitions. The definition of "Declarant" as shown page 3 of the Original Declaration is deleted in its entirety and is replaced with the following:

**Declarant** shall mean Sunset Hollows, LLC, a Utah limited liability company, its successors and assigns, if any, as developer of the Development.

The definition of "Limited Common Area" is deleted in its entirety and is replaced with the following:

**Limited Common Area** shall mean any Common Area designated for the exclusive use by the Owner of a particular Unit, whether or not designated as such on a Plat. All Unit sidewalks, entry ways and steps, porches, outside fenced areas attached to a Unit (including landscaping and sprinklers within the fenced area) and terraces and similar areas and improvements that approach or are connected to a particular Unit constitute Limited Common Area of the particular Unit, even though not shown on the Plat. Limited Common Areas which may be identified on a Plat with the same number or other designation by which a Unit is identified thereon shall be Limited Common Area for the exclusive use of the Owner of such Unit bearing the same number or designation. For the avoidance of doubt, driveways and balconies are not Limited Common Areas. Unit Owners shall be responsible for maintaining any landscaping or sprinklers on the property enclosed by a fence which is part of their limited common area.

2. Section 3.02, Division into Lots. Section 3.02 entitled "Division into Lots" on page 5 of the Original Declaration is deleted in its entirety and is replaced with the following:

3.02 **Division into Lots.** The Development is hereby divided into One Hundred Eighty-Nine (189) Units as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, etc., as set forth in this Declaration.

3. Section 4.01, Maintenance and Repairs. Section 4.01 entitled "Maintenance and Repairs" is deleted in its entirety and is replaced with the following:

4.01 **Maintenance and Repairs.** Each Owner shall at his own cost maintain his Lot and any improvements constructed thereon in good condition and repair at all times Including Limited Common areas; provided that any portion thereof that is, or is deemed to be, Limited Common Areas shall be maintained by the Association as provided in Section 12.01(d) of this Declaration; and provided further that Owners shall be responsible to remove snow from their driveways, sidewalks, entryways and steps, porches, terraces, and decks. In the event of the damage or destruction or any Unit, the Owner of the Lot upon which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to

prevent the unsightly appearance and dangerous condition of a partially destroyed structure in the Development. Any repair on failed flatwork will be at the respective Owner's expense. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must be submitted to and approved by the DRC pursuant to its procedures. Notwithstanding the Association's duty and obligation pursuant to Section 12.01(d) to maintain and repair roofs, and certain portions of Unit exteriors that are deemed to be Limited Common Area, no Owner shall openly or wantonly neglect or fail to do everything possible to keep his Lot and Unit in good and attractive condition and repair at all times.

4. Section 6.03, Prohibited Use and Nuisances. Section 6.03 entitled "Prohibited Use and Nuisances" is amended to delete in its entirety Subsection (b), which is replaced with the following:

(b) No lease of any Unit shall be for less than the whole thereof. All leases shall be in writing, with copies of the Lease given to the Managing Agent or to the Board, prior to execution, for approval, which shall not be unreasonably withheld. All leases shall be subject to the provision of the Declaration whether or not stated therein. No rentals/leases will be granted without Board approval. For any Units currently under lease the Unit Owner must provide a copy of the lease agreement to the Board within 60 days of the recording of this Amendment. Any Units that are leased that provide to the Board this documentation shall be "grandfathered" as a leased Unit and be able to remain a leased Unit until sold. Any Units that do not provide this documentation, shall remain as owner occupied Units. No short term leases will be accepted (leases for less than 12 months). If a Unit that is leased is sold, it must be owner occupied for the new owner unless approved by the Board. Declarant shall reserve the right to sell a new Unit as a leased Unit. If a Unit is sold in this fashion, it may remain a leased Unit until sold and then it must be owner occupied, unless approved by the Board. In no cases will the Board approve any leases which will take the owner occupancy ratio to less than 55%. The preferred owner occupancy level will be 80% or higher.

5. Section 11.02, Voting Rights. Section 11.02 entitled "Voting Rights" is amended to delete subsection (b) entitled "Class B" in its entirety and is replaced with the following:

(b) Successor Declarant shall be the only person entitled to Class B voting rights which shall entitle Declarant five votes for each Class A voting right outstanding at the time (including any to which Declarant is entitled). Class B voting rights shall terminate and become a nullity when Declarant has sold all of its Lots. Turnover of the management of the community to the class A owners shall occur when the last unit owned by the

Developer is sold. It is only at this time that Class A voting shall occur. Class A shall not have any voting rights until after this turnover occurs.

6. Section 11.09, Quorum. Section 11.09 entitled "Quorum" is deleted in its entirety and is replaced with the following:

**11.09 Quorum.** Except as provided in Section 13.10, owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special.

7. Section 11.10, Adjourned Meetings. Section 11.10 entitled "Adjourned Meetings" is deleted in its entirety.

8. Section 11.13, Board of Directors or Trustees: Owner Control; Composition, Election, Vacancies. Section 11.13 entitled "Board of Directors or Trustees: Owner Control; Composition, Election, Vacancies" is deleted in its entirety and replaced with the following:

**11.13. Board of Directors or Trustees: Owner Control; Composition, Election, Vacancies.** Subject to the provisions of Section 11.12, the Board shall be composed of five members, each of whom shall be an Owner. At the first meeting of Owners to elect the Board, two members shall be elected to a three-year term, two to a two-year term, and one to a one-year term. As members' terms expire, new members shall be elected for three-year terms and shall serve on the Board until their successors are elected. Vacancies on the Board shall be filled by the remaining Board members from among the Owners, and such appointees shall serve until the next annual meeting of Owners when their successors shall be elected for the unexpired term of the member they were appointed to replace. Any appointee may stand for election to a full or unexpired term. The Owners may increase the number of Board members to an odd number not to exceed nine at any meeting of Association members at which such increase is properly placed on the agenda and meeting notice.

9. Section 12.01, Duties of the Association. Section 12.01 entitled "Duties of the Association" is amended to delete subparagraph (d) in its entirety and is replaced with the following:

(d) In connection with its duties to maintain and repair Common Areas, to provide maintenance and repair upon the exterior surfaces and roofs of the Units (and/or the buildings in which such Units exist), and fences, all deemed to be Limited Common Areas, including but not limited to, painting, staining, replacing, and caring for roofs, gutters, downspouts, exterior surfaces (except glass surfaces which are the responsibility of the Unit Owner), window casings, trim and fence exteriors. The Association

shall also be responsible for (i) snow removal upon sidewalks bordering roads, and (ii) maintenance and repair as needed of terrace drains ("V" ditches and the like), if any, which traverse any Common Areas within the Development.

10. Section 12.04, Managing Agent. Section 12.04 entitled "Managing Agent" is deleted in its entirety and replaced with the following:

**12.04 Managing Agent.** The Association may engage (but is not required to do so) a responsible corporation, partnership, firm, person or other entity, as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be deleted to the Managing Agent by the Board. A non-professional manager may be designated only by the affirmative vote of seventy-five percent (75%) of the Members. The compensation of the Managing Agent shall be reasonable as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause, and without payment of any termination fee, upon 30 days' written notice thereof. Any Managing Agent shall be an independent contractor.


11. Section 13.06: Initial and Transfer Fees. Section 13:06 is deleted in its entirety and replaced with the following:

**13.06 Initial and Transfer Fees.** Each owner (other than Declarant) shall be required to prepay at the time of purchase of his lot or Unit, whether as a first time or subsequent owner, a sum equal to \$285 or other amount approved by the Board. This sum shall be in addition to any proration of the annual assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary for payment of common expenses or other expenses or to be put in reserve.

12. Republication. The Original Declaration is hereby republished and shall control except as amended hereby.


IN WITNESS WHEREOF, Successor Declarant has caused this Amendment to be executed by a person duly authorized to execute the same this 15 day of MARLH, 2010.

SUNSET HOLLOWES, LLC

By:   
Printed Name: JOHN OGDEN  
Title: MANAGER

STATE OF UTAH            )  
                                  )  
COUNTY OF Utah        )

The foregoing Amendment to Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws) of Sunset Hollow at Thanksgiving Point was acknowledged before this 15 day of March, 2010, by John Ogden, as manager of Sunset Hollows, LLC.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**

Legal Description of Property

All of Plats A, B and C, Sunset Hollow at Thanksgiving Point Multi-Family Townhome Subdivision, as recorded in the Recorder's Office of Utah County, State of Utah.