

WHEN RECORDED RETURN TO:

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Orem, UT 84097

ENT 39866:2005 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Apr 15 12:30 pm FEE 24.00 BY SW
RECORDED FOR SUNSET COURT

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS OF SUNSET COURT,
A PLANNED UNIT DEVELOPMENT**

This Third Amendment to Declaration of Covenants, Conditions & Restrictions is entered into on the 30 day of Sept, 2004, by the owners of a super majority of units in Sunset Court, a Planned Unit Development.

RECITALS

WHEREAS, on or about August 8, 2002, Colonial Investments, LLC, as Declarant, caused to be recorded a Declaration of Covenants, Conditions, & Restrictions of Sunset Court, a Planned Unit Development, as Entry No. 98493:2002, on or about August 27, 2002 (the "Declaration"); and

WHEREAS, thereafter Myler Development, Inc. and Colonial Investments, LLC caused to be recorded an "Amended Declaration of Covenants, Conditions & Restrictions of Sunset Court, a Planned Unit Development," as Entry No. 79493:2003 on or about May 27, 2003 (the "Amended Declaration"); and

WHEREAS, thereafter a subsequent "Second Amendment to Declaration of Covenants, Conditions & Restrictions of Sunset Court, a Planned Unit Development" (the "Second Amendment") was recorded; and

WHEREAS, a majority of the unit owners now wish to make additional amendments to the Declaration;

NOW, THEREFORE, the following sections of the Declaration are hereby amended as set forth herein:

1. The "**Amended Declaration of Covenants, Conditions & Restrictions of Sunset Court, A Planned Unit Development**", signed May 27, 2003 and recorded on that day are incorporated herein by reference and ratified.
2. **Article 1 – Definitions**. Should be modified to add the following italicized items:

“**Architecture and Landscape Committee** shall mean the owners who have been appointed by the Board of Trustees of the Association to oversee the continuing quality, beauty and desirability of all common *and limited common* area landscaping and open space.”

”**Association** shall mean SUNSET COURT HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, and its successors and assigns, *and includes all owners of units in Sunset Court development.*”

“**Board** shall mean the Board of Trustees of the Association, *elected by members of the Association, or appointed by the Board.*”

“**Unit** shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence (*meaning nuclear and immediate family members*) together with all improvements...” (the rest to remain as is...)

3. **Article II – Property Description and Annexation.** Add the following:

“**2.03 – Phase III.** *The Development anticipates adding a third phase, to include 9-17 units on or contiguous with the “Baum property” east of Sunset Court. Myler Development, Inc., or its assigns, may develop this land into single family condominium residences, in accordance with Provo City regulations. This phase III development shall be annexed into and become a part of Sunset Court, and homeowner dues shall apply to this third phase of development. Sunset Court HOA grants any easements necessary to accomplish this third phase.*”

4. **Article III – Duties and Obligations of Owners.** Add the Following:

3.02(b) – “Each owner shall procure and maintain in force hazard insurance on personal contents and liability coverage as is customary in projects such as the Development and which is consistent with each Owner’s individual circumstances. *Each owner’s policy shall: 1) list “Sunset Court Homeowners Association” as an additional insured, and 2) carry coverage of a minimum of \$20,000, or \$50,000 per occurrence. Each owner shall give a copy of this private insurance policy to the President or Secretary of the Board.*”

3.03 – **Assessments and Rules Observance** – “Each Owner shall be responsible for the prompt payment of any assessments and insurance costs allocated pursuant to Section 3.02(a) and other charges as provided for in this Declaration and for the observance of the rules and regulations promulgated by the Association from time to time. *A \$50 penalty may be assessed for each instance of breaking a rule or regulation.*”

5. **Article IV – Property Rights and Conveyances.** Add the following:

4.04 (a) – “The right of the Association to govern by reasonable rules and regulations the use of the Common Areas *and Limited Common Areas* so as to provide for the enjoyment of the Common Areas *and Limited Common Areas* in a manner consistent with the collective rights of all of the Owners;”

Add “4.05 (a) – *Maintenance of the private road called 1530 West, which is Limited Common Area, shall be covered by the Association.*”

4.07 Fences. [Add to end of ‘Amended Article 4.07 Fences’] “*Fences on Common Areas or Limited Common Areas must be approved by the Architectural and Landscape Control Committee in writing, should be no taller than 4 feet in height and should not be solid fence. Fencing, fencing material and fencing dimensions must be approved in writing by the Architectural and Landscape Control Committee.*”

6. **Article V – Use Restrictions.** Add the following in italics:

5.01 – Use of Common Areas “*and Limited Common Areas.* The Common Areas *and Limited Common Areas* shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Units set forth herein.

(a) *Myler Development, Inc., or its assigns, and in accordance with Provo City requirements, may change the nature of the RV parking area and convert it to a maximum of 2 additional units, whether detached from or attached to the existing 3-plex comprising units 1, 2 and 3, all at Myler Development’s expense and/or profit. Upon Myler Development’s sale of the units, homeowner’s dues shall apply to the units”*

5.03 (a) – Delete this paragraph, and replace it with the following: “Each Unit or any part thereof may be used or occupied by Persons not falling within the definition of “Family” as such term is defined and intended in the Provo City Ordinances as of the date hereof; i.e. the units may be rented or leased to non-family members, provided that all such tenants and lessees shall sign a written document, to be drafted by the Board or delegated by the Board to an appropriate committee, signifying such renter(s) or lessee(s) agrees to be bound by all obligations, CC&R’s, rules, etc. which would bind an owner.”

5.03 (g) - “No signs, billboards, *flagpoles*, nor advertising structures may be erected or displayed on any part of the Common Area on any building

or Unit. 'For Sale' signs, not more than 2x3 feet in size, may be placed directly in front of the Unit being advertised for sale."

7. **Article VI – Architectural and Landscape Control.** Add the following:

6.05 – “Liability for Damages. Neither the *Board, the Committee* nor any member thereof shall be held liable for damages, *court costs or attorney fees* by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the Committee with respect to any request made pursuant to this Article VI.”

8. **Article X – Bylaws.** Modify as specified in italics:

10.03 – Multiple Ownership Interests. “In the event there is more than one Owner...except to determine the presence or absence of a quorum. *Each owner shall be allowed to vote his or her own vote, plus a maximum of 5 proxies.*”

10.06 – Annual Meetings. “Annual Meetings of the membership of the Association shall be held in the month of *August* of each year beginning the year *2004* on such day and time as is set forth in the notice therefor; provided that after the first such annual meeting, a month other and August may be chosen if it is deemed by the membership to be more convenient....”

10.09 – Quorum. Add to end: “*For Board Meetings, 3 board members in attendance shall comprise a quorum, authorized to act on behalf of the Association. All votes in a board meeting shall be carried by simple majority. A record of attendance and minutes shall be kept at all annual homeowners meetings, special meetings, board meetings and architectural and landscape control (A&L) committee meetings by the secretary or other designated person. The record of attendance and minutes from the previous meeting shall be read and approved at the subsequent meeting of that organization.*”

10.11 – Officers. “The Association shall have a President...at which the new Board has been elected. *The Secretary/Treasurer must own a computer, with proper software to handle financial and word processing matters for the Association, and be bonded. Bonding will be paid for by the Association.*”

10.12 – Board of Trustees: Composition, Election, Vacancies. “...The Board shall be composed of *five Trustees*, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). *Trustee’s terms shall be staggered.* As Trustees’ terms expire, new

Trustees shall be elected for *two year* terms..."


9. **Article 12 – Bylaws – Annual Assessments.** Delete as follows:

12.03. Annual Assessments. Delete the following: *"The initial maximum monthly assessment shall not exceed \$200.00."*

EXECUTED on the day and year indicated on the following signature pages by owners of units who comprise at least 60% of the owners of all units within the Development as required pursuant to Article 13.02 in the Original Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant(s) have/has caused this instrument to be executed on the 30 day of September, 2004.

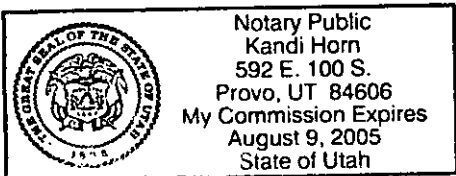
Declarant(s)
SUNSET COURT


Bradford D. Myler, HOA President

ACKNOWLEDGMENT

State of Utah)
 :SS.
County of Utah)

On the 30 day of September, 2004, personally appeared before me Bradford D. Myler, who being by me duly sworn, did say that he is the President of Sunset Court HOA and that said instrument was signed in behalf of said entities by authority of their articles of incorporation, bylaws, vote, minutes, and operating agreements and he acknowledged to me that said entities executed the same.




NOTARY PUBLIC

EXHIBIT "A"

~~ENT 98493:2002 PG 26 of 20~~

~~ENT 79493:2003 PG 4 of 6~~

Plat "A" Property Description

PHASE 1:

A PARCEL OF LAND BEING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE S. 89°15'22" W. ALONG THE SECTION LINE, A DISTANCE OF 510.21 FEET; THENCE NORTH A DISTANCE OF 201.64 FEET TO THE REAL POINT OF BEGINNING; THENCE N. 01°00'00" E. A DISTANCE OF 267.70 FEET; THENCE S. 89°34'58" E. A DISTANCE OF 279.48 FEET; THENCE S. 40°28'51" E. A DISTANCE OF 337.08 FEET; THENCE N. 89°00'14" W. A DISTANCE OF 283.77 FEET; THENCE S. 00°59'45" W. A DISTANCE OF 17.99 FEET; THENCE N. 89°00'00" W. A DISTANCE OF 218.97 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 2.35 ACRES OF LAND.

ORIGINAL NOT LEGIBLE

PHASE 2:

A PARCEL OF LAND BEING IN THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE S. 89° 15' 22" W. ALONG THE SECTION LINE, A DISTANCE OF 292.33 FEET; THENCE NORTH A DISTANCE OF 2.67 FEET TO THE REAL POINT OF BEGINNING; THENCE N. 00° 11' 57" E. A DISTANCE OF 169.21 FEET; THENCE N. 00° 59' 46" E. A DISTANCE OF 17.99 FEET; THENCE S. 89° 00' 14" E. A DISTANCE OF 283.77 FEET; THENCE S. 40° 28' 51" E. A DISTANCE OF 8.35 FEET; THENCE S. 00° 27' 18" E. A DISTANCE OF 355.39 FEET; THENCE N. 89° 09' 00" W. A DISTANCE OF 170.68 FEET; THENCE N. 01° 00' 03" E. A DISTANCE OF 172.67 FEET; THENCE N. 89° 24' 21" W. A DISTANCE OF 125.26 FEET; TO THE REAL POINT OF BEGINNING, CONTAINING 1.92 ACRES OF LAND.

ORIGINAL NOT LEGIBLE.

PHASE 3:

A PARCEL OF LAND BEING IN THE NE 1/4 OF THE
NW 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE
2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF
SAID SECTION; THENCE S. 89°15'22" W. ALONG THE
SECTION LINE, A DISTANCE OF 292.33 FEET;
THENCE NORTH A DISTANCE OF 2.67 FEET TO THE
REAL POINT OF BEGINNING; THENCE S. 89°24'21" E.
A DISTANCE OF 125.26 FEET; THENCE N. 01°00'03"
W. A DISTANCE OF 172.67 FEET; THENCE S. 88°
09'00" E. A DISTANCE OF 170.68
FEET; THENCE S. 00°27'18" E. A DISTANCE OF
106.56 FEET; THENCE N. 89°00'00" W. A DISTANCE
OF 180.67 FEET; THENCE N. 01°00'00" E. A
DISTANCE OF 15.41 FEET; THENCE N. 88°38'30" W. A
DISTANCE OF 116.75 FEET; THENCE N. 01°10'19" E. A
DISTANCE OF 111.37 FEET; THENCE N. 00°24'40" E.
A DISTANCE OF 153.35 FEET TO THE REAL POINT OF
BEGINNING, CONTAINING 1.08 ACRES OF LAND.

ORIGINAL NOT LEGIBLE