



ENT 68873:2014 PG 1 of 3
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2014 Sep 26 10:16 am FEE 186.00 BY CLS
 RECORDED FOR SUNSET PARK HOA

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MAIL TO:
 SUNSET PARK HOA
 PO Box 476
 SPANISH FORK UTAH 84660

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

THIS THIRD AMENDMENT is made and executed this 25th day of July, 2014, 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 on January 12, 2010 as Entry No. 11277; 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 (b) - Additions to structures. 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 knowledgeable craftsman. 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.

5.09- Animals (a) -Special Concerns, Violations. The Board of Directors will follow a three (3) strike policy in regard to pet violations. After due diligence from the board, if the homeowner receives three (3) or more violation notices, within a 24 month period, regarding the same pet (animal) the pet will need to be removed from the property permanently and the right to keep said pet within the neighborhood will be suspended.

5.15 (d, e)-Boats, Trailers, Campers and Other Vehicles.
(d)-Exceptions to Permitted Vehicles. The parking of trailers or boats shall be for temporary purposes only. Only one (1) recreational trailer, commercial van, trailers used in employment, or boat with trailer (boat and/or trailers may not exceed 22 feet in length, tongue included) may be parked year round on the property driveway or on a cement pad within the property lines provided it is not unkempt or inconvenient for the Owner's immediate neighbor(s) with whom they share a driveway and provided that it does not impede the ingress or egress of the shared cross access easements on shared driveways. An annual parking permit obtained by the Lot Owner (private and shared driveways) must be filed with the Board of Directors before said "vehicle" is permitted on the property.

(e)-Parking Permits: 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. A trailer permit is valid for only one (1) year. It shall be the responsibility of the owner(s) to contact the Board of Trustees for a new permit and to obtain the signatures from their neighbor(s), again, each year. 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. All swimming pools over 24 inches in depth must be enclosed within a permanent 6 foot fence.

5.17 (a) Porch Railings. 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 gray) is permitted with prior written approval from the board. The removal of porch railings is permitted with prior written approval from the board.

5.23-Renting. Only 20% of the 163 dwelling units within the Subdivision may be designated as Rental Properties, or non-owner occupied dwellings. All other properties must be owner-occupied. 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)) reside 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. 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. Homeowners and/or investors wishing to rent their property must follow the current board approved procedures for obtaining rental approval.

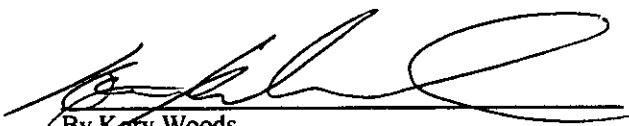
5.24 Fences. (b): Front fences around or within the perimeter of the front-yard set-back area shall not exceed three (3) feet in height. Material acceptable for front fences is vinyl or wood to correspond with a backyard fence, preferably pickets so the open feeling can be maintained. Chain link fences are not permitted.

7.01. Use: (e): Park Rules: The park is for the use and benefit of Association members and their invited guest (s) only. Play at your own risk. The HOA is not responsible for any harm or injury that occurs on the grounds. Minors are not permitted in the park without adult supervision. No one is permitted after dark. Dogs must be leashed at all times. Owners are responsible for pet clean-up. Fines will be assessed for non-compliance.

14.02. Amendment. (b): By Owner: Except where a greater percentage is required by an express provision in the Master Declaration, the provisions of the Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledge by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, excluding the Grantors, owning at least two-thirds (2/3) of the Lots covered by this Master Declaration and the Grantors so long as the Grantors own a Lot within the Subdivision, and such amendment shall be effective upon its recordation with the Utah County Recorder. Any amendment to this Section 14.02 shall require the vote or written consent of the Owners, including the Grantors, of two-thirds (2/3rds) of the the Lots covered by this Master Declaration. If after due diligence is given by the Board of Trustees to collect the votes and/or written consent of all Owners at a regular meeting of Sunset Park Homeowners Association, Inc, and not having a quorum, then the Board of Trustees may then call an additional meeting within 21 days for the sole purpose of amending the Master Declaration, the Board may tally the votes or written consents certifying that such amendment has been approved by 2/3rds of those Owners responding and receipt by the Board of Trustees of said ballot, and such amendment shall be effective upon its recordation with the Utah County Recorder.

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



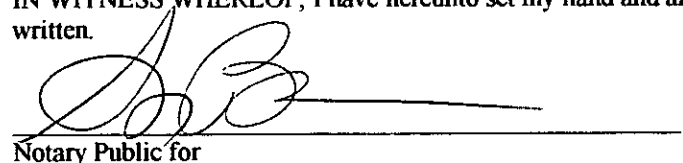
By Kory Woods
Acting Board of Trustees President

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STATE OF UTAH)
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COUNTY OF UTAH)

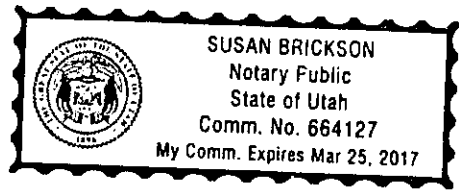
On this the 24th day of September 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Kory Woods, known or identified to me to be the current president of the Sunset Park Homeowners Association Board of Trustees, and acknowledged to me that he executed the within 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: 810 N Main - UCCU
My Commission Expires: 25 Mar 17



SUNSET PARK HOMEOWNERS ASSOCIATION

Jennifer Evans

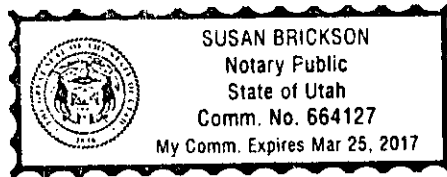
Jennifer Evans
Acting Board of Trustees Secretary

STATE OF UTAH)
)ss:
COUNTY OF UTAH)

On this the 24th day of September 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Evans, known/ or identified to me to be the current 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.

Susan Brickson
Notary Public for



Residing at: 810 N Main UCCU

My Commission Expires: 25 MAR 17