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**FOURTH AMENDED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
SUNSET COURT, A PLANNED UNIT DEVELOPMENT**

This Amendment modifies existing Declaration of Covenants, Conditions and Restrictions and Association Bylaws signed August 8, 2002.

All terms of the previously recorded Declaration and Bylaws remain in full force and effect, except where modified or amended to state as follows:

Article 2.02. Division into Units. Change as italicized and underlined in the following paragraph:

“Article 2.02. Division into Units / Residents. The Development is divided into *43 Units*, as set forth and described on the *amended* Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Area, as well as appurtenant obligations pertaining to assessments, maintenance, etc., all as set forth in this Declaration. *Sunset Court HOA is not a Senior Development and there are no restrictions against families with children owning or renting within the development, provided they adhere to all rules and this Declaration, and timely pay all necessary obligations. All homeowners and renters shall initial each page of their copy of this Declaration, signifying they have received it and agree to abide by it.”*

Add Subsection 3.05 which states as follows:

“Article 3.05. Monies Paid by Homeowners to the Association. Any monies paid by Homeowners to the Association thenceforth belong to the Association. Homeowners have no present or future claim against these monies.”

Article 10.11 Officers. Change as italicized and underlined in the following paragraph:

“The Association shall have a President, a Vice President and a Secretary/Treasurer all of whom shall be elected by and from the Board. *The Board also has the power to remove and replace officers, by simple majority vote.* The Board may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and

Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting of the Committee immediately following each annual meeting of Owners at which the new Board has been elected. Beginning with the election of June 22, 2005, two (2) of the officers (other than the President) shall fill one (1) year terms, and shall come up for re-election to the Board of Trustees upon expiration of the first year. All officers shall thereafter serve for two (2) year terms."

"(a) President: The President shall serve for 3 years. The President shall be the chief officer of the Association...[remainder of paragraph to remain unchanged]

"(b) Vice President. The Vice President shall serve for 2 years. The Vice President shall take the place of the President... [remainder of paragraph to remain unchanged]

"(c) Secretary. The Secretary shall serve for 2 years. The Secretary shall keep the minutes... [remainder of paragraph to remain unchanged]

"(d) Treasurer. The Treasurer shall serve for 2 years. The Treasurer shall have the responsibility...[remainder of paragraph to remain unchanged]

Article 10.12 Board of Trustees: Composition, Election, Vacancies. Change as italicized and underlined in the following paragraph:

"The Association, through its Board of Trustees, is responsible for the maintenance of Common Areas, the determination, imposition and collection of Assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Development to the benefit and general welfare of the Owners. 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). As Trustees' terms expire, new Trustees shall be elected for two-year terms, and shall serve on the Board until their successors are elected...[remainder of paragraph to remain unchanged]"


Article 11.02 (iv). Modify as follows:

"The services of architects, engineers, attorneys and certified public accounts and such other professional or nonprofessional services as the Boards may deem desirable, provided that a 2/3 vote of homeowners is required prior to the board bringing a lawsuit for any purpose OTHER THAN collection and foreclosure issues with homeowners."

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 27th day of June, 2005.


DECLARANT(s)
Sunset Court HOA



Bradford D. Myler, HOA President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

On the 27th day of June, 2005 personally appeared before me Bradford D. Myler, who being by me duly sworn, did say that he is President of Sunset Court HOA and that said instrument was signed in behalf of said entity by authority of its Articles and Bylaws and he acknowledged to me that said entity executed the same.

 Notary Public
Kandi Horn
592 E. 100 S.
Provo, UT 84606
My Commission Expires
August 9, 2005
State of Utah


Notary

**AMENDED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
SUNSET COURT, A PLANNED UNIT DEVELOPMENT**

This Amendment modifies existing Declaration of Covenants, Conditions and Restrictions and Association Bylaws signed August 8, 2002.

All terms of the previously recorded Declaration and Bylaws remain in full force and effect, except where modified or amended to state as follows:

Article 4.07 Fences. In as much as all areas surrounding all building is deemed Common Area, no Owner will be allowed to erect a *private* fence or any other type of enclosure on any portion of said Common Area *without written approval of the majority of the Board. If such approval is granted, the private fence shall comply with Association standards and specifications. The cost of the fence and the cost of its installation shall be borne by Owner. Owner shall be responsible for landscape maintenance within the private fenced area, which shall remain in accordance with Association rules, as well as costs for excessive water usage beyond that which would have been borne by the Association if there were no private fence. The land within the private fenced area and under the fence itself shall remain the property of the Association. The Board may revoke its approval of a private fenced area at any time for Owner's extreme misbehavior, negligence, nuisance or any other malfeasance.* Fences will be required to enclose the Recreational Vehicle Parking Area and certain other section of the Property boundaries. The maintenance and repair of all required fences will be the responsibility of the Association. *The maintenance and repair of private fences shall be paid for by owners whose yards adjoin the private fence, which costs shall be apportioned to the adjoining Owners in proportion as each Owner caused the damage or needed repair. Owners shall resolve their own disputes in this regard. If Owners cannot resolve the dispute, then the Board may resolve it, and shall have authority to lien properties of Owners in an amount necessary to reimburse the Association for estimated or actual costs to maintain or repair the private fence. The Board may use the money to hire out the repair or maintenance of the fence to comply with and be in accordance with Association standards.*

Article 5.03 Prohibited Uses and Nuisances. [This article shall remain the same, and shall include the addition of subsection (j)]. Add:

(j) Developer or his assigns may add another Phase of units to Sunset Court PUD, which is now around or substantially upon the Maxine and William Baum Property

to the southwest of Sunset Court PUD. Sunset Court HOA shall allow easements, utility tie-ins, and all other required prerequisites in order to facilitate this additional Phase of Sunset Court PUD.

Article 10.06 Annual Meetings. Annual meeting of the membership of the Association shall be held in the month of February of each year beginning in the year 2003...[the rest to remain the same].

Article 11.02 Powers and Authority of the Association.

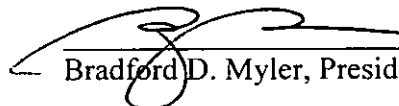
(b)(I) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the board shall deem appropriate, *and resolving private fence issues on such terms and conditions as the board shall deem appropriate;*

Article 12.03 Annual Assessments. Annual assessments shall be computed and assessed against all Units in the Development based upon advance estimates of the Association's cash requirement to provide for payment of the cost of those items set forth in Section 12.02, above. 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.

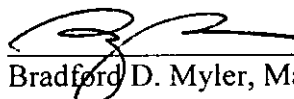
IN WITNESS WHEREOF, the undersigned, being the Declarant(s) have/has caused this instrument to be executed on the 27th day of May, 2003.

DECLARANT(s)
MYLER DEVELOPMENT, INC.



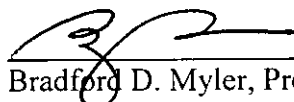
Bradford D. Myler, President

COLONIAL INVESTMENTS, LLC



Bradford D. Myler, Manager

SUNSET COURT HOA

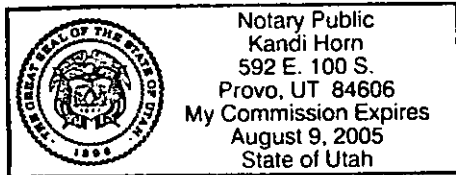


Bradford D. Myler, President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

On the 27th day of May, 2003 personally appeared before me Bradford D. Myler, who being by me duly sworn, did say that he is President of Myler Development, Inc., and Manager of Colonial Investments, LLC, and President of Sunset Court Homeowners Association and that said instrument was signed in behalf of said entities by authority of its articles of incorporation, bylaws, CC&R's and/or operating agreement and he acknowledged to me that said entities executed the same.



Kandi Horn
Notary

EXHIBIT "A"

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°59'48" 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