

When Recorded, return to:

Sunset Hollows LLC
865 W 260 S
Pleasant Grove UT 84062

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

SUNSET HOLLOW AT THANKSGIVING POINT

A Planned Unit Development
Lehi, Utah County, UT

This Amendment to Declaration of Protective Easements, Covenants, Conditions and Restrictions of Sunset Hollow at Thanksgiving Point ("Amendment") is entered into as of October 26, 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

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 and Amended Declaration as set forth herein. This Amendment has been consented to by vote of Owners of the property.

AMENDMENTS

1. Article II, Definitions. 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. Unit sidewalks from porch to driveway, 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 example, foundations, driveways, balconies or decks, balcony railings or deck railings, exterior door frames, exterior doors, and garage doors are Limited Common Areas, and are Unit Owner responsibility. 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. Article IV, Duties and Obligations of Owners. Section 4.01 entitled "Duties and Obligations of Owners" 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 time; provided that Owners shall be responsible to remove snow from their Limited Common Area driveways, sidewalks, entryways and steps, porches, terraces, and decks. In the event of damage or destruction of 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. **The painting or repainting, remodeling, rebuilding or modification of a Unit exteriors or part 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, 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. The Association reserves the right to repair areas of Owner responsibility and charge repair costs to Owner. Such costs shall be charged and collected as a Specific Assessment.

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

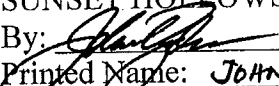
(d) In connection with its duties to maintain and repair Common Areas, Association is responsible for providing maintenance and repairs upon the exterior surfaces and roofs of the Units (and/or the buildings which such Units exist), and fences, all deemed to be Limited Common Areas, including but not limited to, painting, staining, replacing and caring for roofs, gutters, downspouts, exterior surfaces, window casings, fence exteriors and other exterior improvements, **except glass surfaces and Limited Common Area including garage doors, door frames and exterior doors, foundations, decks or patios and deck or patio railings.** 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.

3. Article 13.13 Effect of Nonpayment; Remedies. Section 13.13 entitled "Effect of Nonpayment; Remedies" is deleted in its entirety and is replaced with the following:

13.13 Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it, or any instalment thereof, becomes due shall be subject to a late charge as determined by Board, which together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Lot. If any Assessment is not received within 10 days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one percent (1%) per month; and the Association may bring an action against the Owner who is personally liable therefore, or may foreclose its lien against the Lot by foreclosure as a mortgage, or in any other manner permitted by law. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 13.13 shall not be deemed a waiver of any such rights.

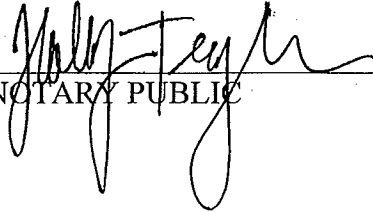
4. Republication. The Original Declaration and amendment dated March 2010 is hereby republished and shall control except as amended hereby.

IN WITNESS WHEREOF, Successor Declarant has caused this Amendment to be executed by a person duly authorized to execute the same this 26 day of OCT., 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 26 day of Oct, 2010, by John Ogden, as Builder of Sunset Hollows, LLC.


NOTARY PUBLIC

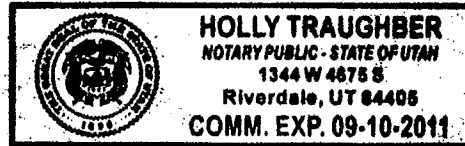


EXHIBIT A

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.

EXHIBIT A
Legal Description

LOTS 1-53 IN THE SUNSET HOLLOW AT THANKSGIVING POINT PUD, PLAT 'A', AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:068:0001 and all other parcels in Sunset Hollow at Thanksgiving Point PUD, Plat 'A'.

LOTS 201-281 IN THE SUNSET HOLLOW AT THANKSGIVING POINT PUD, PLAT 'B', AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:120:0201 and all other parcels in Sunset Hollow at Thanksgiving Point PUD, Plat 'B'.

LOTS 301-360 IN THE SUNSET HOLLOW AT THANKSGIVING POINT PUD, PLAT 'C', AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Parcel Nos.: 66:216:0301 and all other parcels in Sunset Hollow at Thanksgiving Point PUD, Plat 'C'.