



ENT 51018:2014 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jul 23 1:28 PM FEE 12.00 BY CLS
RECORDED FOR FRISCHKNECHT, AMY

Sunset Hollow HOA
PO Box 419
Lehi, UT 84043

SUNSET HOLLOW OWNERS ASSOCIATION EXTERIOR MODIFICATION LICENSE AGREEMENT

The agreement is entered into this 23rd day of Jul 1, 2014, by and between Sunset Hollow Owners Association, Inc. (SUNSET HOLLOW) and Jason & Amy Frischknecht (HOMEOWNER) and is made in consideration of allowing fences on limited common area, subject to the following terms and conditions, when no current right exists otherwise in SUNSET HOLLOW'S governing documents. This agreement relates to modifications which the HOMEOWNER desires to make on or appurtenant to the following described condominium unit:

All of Lot 313, Plat C, Sunset Hollow SUB., Parcel # 00:200:083
Of Sunset Hollow located at 2615 Cottonwood
Drive, Lehi, UT 84043

1. DESCRIPTION OF MODIFICATIONS. The HOMEOWNER wishes to make the following modifications to the above described unit at the HOMEOWNER'S sole expense.

Installation of a fence as to enclose limited common area and not to extend over or into any common area as defined in the CC&R's, or to attach permanently to the buildings thereof;

2. GRANT OF REVOCABLE LICENSE. SUNSET HOLLOW hereby grants HOMEOWNER permission to install said modifications subject to the terms and conditions of this Agreement. This revocable license is granted on the terms and conditions stated herein and as otherwise may be adopted by the Board. A failure to strictly abide by all of the requirements herein may lead to the revocation of this license.
3. MAINTENANCE. HOMEOWNER shall be solely responsible to maintain said modifications and landscaping within modifications including any maintenance required at the sole discretion of SUNSET HOLLOW. All modifications shall be installed by a licensed and insured contractor. Should SUNSET HOLLOW require any modifications in the installation of construction HOMEOWNER shall immediately comply with the reasonable requirements and instructions of SUNSET HOLLOW. Any and/or all problems arising as the result of the modifications shall be the sole responsibility of the HOMEOWNER. In the event of failure to remedy any problem in a timely manner, SUNSET HOLLOW is authorized to perform or contract for any and/or all repairs and to bill HOMEOWNER the full cost thereof. If costs are not paid a lien may be applied against said property and collected in the same manner as a SUNSET HOLLOW assessment, with all corresponding remedies.
4. RECORDING. This agreement shall be recorded against the above-described Lot with the office of Utah County Recorder, at the sole expense of the HOMEOWNER. HOMEOWNER warrants that the terms of this Agreement shall be made known to any subsequent purchaser of the above described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above described property.
5. INDEMNITY. HOMEOWNER agrees to indemnify and hold SUNSET HOLLOW harmless from and against all cost, loss or damages incurred by SUNSET HOLLOW in relation to the modifications.

Should it be necessary to enforce or defend any portion of this Agreement, HOMEOWNER shall be responsible for all attorney's fees and costs incurred. Owner agrees and certifies that any permitted fencing will not encroach upon any general common areas or limited common areas designated for the use of another owner. Should a dispute between homeowner arise with respect to the location of a permitted fence, the matter shall be resolved between the affected homeowners and the Association shall have no liability or be required to resolve the dispute in any manner whatsoever.

6. CERTIFICATION, HOMEOWNER certifies that he/she will complete the following steps prior to installing a fence:

- a) Ask each homeowner surrounding your home (next to and behind you) to give permission.
- b) Record this modification agreement on title.
- c) Pay a \$500 refundable bond to the HOA.
- d) Complete a survey to verify the boundaries of the limited common area on the plat map.
- e) Contact the HOA's contracted landscaper to change and move sprinklers around fenced area.
- f) Email kim@parker-brown.com for confirmation of final approval by the HOA's architectural review committee.

Larry Steele
Homeowner

7/23/14
Date

John T. Ober
Homeowner

7/23/14
Date

STATE OF UTAH)

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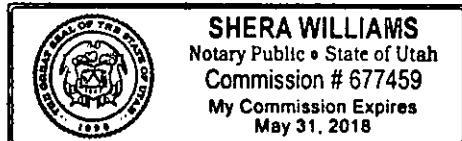
UTAH COUNTY)

Subscribed and sworn before me this 23 day of July 2010 in said County and State.

Shera Williams

NOTARY PUBLIC

Commission Expires:



ACCEPTED AND APPROVED:

By: _____
Sunset Hollow Owners Association