

2009 Amendment
to the
protective and Restrictive
Covenants

Sunridge Property Owners
Association



W2943402

EN 2943402 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
25-SEP-18 1011 AM FEE \$404.00 DEP DC
REC FOR: SUNRIDGE POA

This Amendment is being rerecorded to
correct item previously recorded as Entry
#2415604 on June 2, 2009

**2009 Amendment to the
Protective and Restrictive Covenants
of the
Sunridge Property Owners Association**

This 2009 Amendment to the Protective and Restrictive Covenants of the Sunridge property owners association ("Amended Covenants") is made and executed this ____ day of September, 2018, by the Sunridge Property Owners Association, Inc. ("Association").

Recitals

WHEREAS, the real property, including lots, that is the subject of these Amended Covenants is situated in and upon that certain real property located in Weber County, State of Utah, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, and includes the common area that is appurtenant to each lot as shown on the plat maps for the Association; and

WHEREAS, it is the desire and intent of the members of the Sunridge Property Owners Association to amend various portions of the Protective and Restrictive Covenants of the Sunridge Property Owners Association ("Prior Covenants"), recorded in the Weber County Records Office on December 18, 2003 as Entry Number 1999641.

NOW THEREFORE, the owners of lots in the Association hereby enact the following amendments. If there is any conflict between the provisions in these Amended Covenants and the Prior Covenants, these Amended Covenants shall control.

Amendment

1. Paragraph 4.02(f) of the Prior Covenants, dealing with the authority of the Board, is hereby repealed in its entirety and the following replacement paragraph 4.02(f) is hereby adopted:

4.02(f) Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, including the authority to adjust lot and plat boundaries, but only if the total amount of common area at Sunridge is not reduced and all Weber County ordinances are met.

2. Paragraph 4.03 of the Prior Covenants is hereby repealed in its entirety and the following replacement paragraph 4.03 is hereby adopted:

4.03 Notice to Owners The Association shall furnish one copy of these Restrictive and Protective Covenants to each principal owner as of the date the Covenants are adopted. Additional copies of Sunridge Bylaws or Covenants may be obtained from the Sunridge Secretary for a fee as set by the Association. Owners will be notified of routine changes in rules, regulations or procedures as may become necessary in the management of Sunridge via Association newsletter (Ridgerunner), by special mailings to principal owners, by posting a notice on the Sunridge web page (www.sunridge.info) and/or through prominent notices posted

on Sunridge bulletin board(s), gates, and the Sunridge Security/Information Center.

- 3. Paragraph 8.05 of the Prior Covenants is hereby repealed in its entirety and the following replacement paragraph 8.05 is hereby adopted:

8.05 Late Fees. Should any lot owner fail to pay the annual assessment by the designated deadline, the delinquent payment shall be subject to a late fee of not more than \$50.00 per lot, as established by a written resolution adopted by the Board, until the sum total of the assessment and the cumulated late fees are paid in full.

8.10 All transfer of lots will be charged a \$100.00 transfer fee

- 4. Effective Date. These Amended Covenants shall take effect upon recording in the office of the County Recorder of Weber County, State of Utah.

Certification

I hereby certify that two-third of the lot owners present in person or by proxy at a meeting of the lot owners voted in favor of these Covenants.

In Witness whereof, this 25 day of September, 2018.

"Sunridge Property Owners Association"

By J Brent Frost
(President)

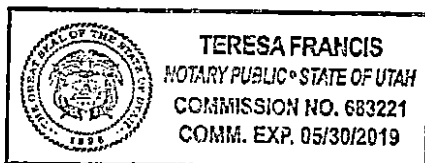
Date: 9/25/2018

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

J Brent Frost

On this 25 day of September, 2018, personally appeared before me ~~Mike Richey~~, who, being by me duly sworn, did say that he is President of the Sunridge Property Owners' Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.

Teresa Francis
(Notary Public)



Certain real property known as Sunridge Subdivisions 2 and 3 including all of Lots 1 through 89 inclusive; and

Sunridge Highlands 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, including all of Lots 1 through 130, plus Lots 158 through 278 inclusive.

Also including those areas designated as common area according to each of the official plats thereof, as recorded in the office of the Weber County Recorder, State of Utah

23 - 012 - 0092, 0102, 0108	23 - 068 - 0001 to 0009	23 - 101 - 0001 to 0008
23 - 047 - 0001, 0002	23 - 069 - 0001 to 0012	23 - 107 - 0001 to 0011
23 - 048 - 0001 to 0009	23 - 070 - 0001 to 0005	23 - 108 - 0001 to 0013
23 - 049 - 0001 to 0007	23 - 071 - 0001 to 0005	23 - 110 - 0001 to 0016
23 - 050 - 0001 to 0004	23 - 079 - 0001 to 0002	23 - 111 - 0001 to 0013
23 - 051 - 0001 to 0022	23 - 080 - 0001 to 0007	23 - 112 - 0001 to 0012
23 - 052 - 0001 to 0002	23 - 081 - 0001 to 0006	23 - 113 - 0001 to 0010
23 - 053 - 0001 to 0014	23 - 082 - 0001 to 0010	23 - 115 - 0001 to 0002
23 - 054 - 0001 to 0011	23 - 083 - 0001 to 0010	23 - 116 - 0001 to 0008
23 - 055 - 0001 to 0014	23 - 084 - 0001 to 0005	23 - 117 - 0001 to 0009
23 - 056 - 0001 to 0013	23 - 087 - 0001 to 0010	23 - 118 - 0001 to 0004
23 - 064 - 0001 to 0003	23 - 097 - 0001 to 0004	23 - 120 - 0001 to 0034
23 - 065 - 0001 to 0012	23 - 098 - 0001 to 0007	23 - 124 - 0001 to 0002
23 - 066 - 0001 to 0008	23 - 099 - 0001 to 0008	
23 - 067 - 0001 to 0013	23 - 100 - 0001 to 0008	