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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/02/2016 01:18 PM  
FEE \$91.00 Pgs: 3  
DEP RT REC'D FOR SUNSET PLACE TOWN  
HOUSES HOA

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13-309-0001 thru 0078

CERTIFICATE OF AMENDMENT TO THE SUNSET PLACE TOWNHOUSES  
HOMEOWNER'S ASSOCIATION, INC., DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Amendment to the Declaration of Covenants, Conditions and Restriction of  
Sunset Place Townhouses, P.U.D. (the "Amendment"), is made and approved this 2nd  
day of September, 2016, Sunset Development, LLC, ("Declarant").

RECITALS.

A. The Sunset Place Townhouses Homeowner's Association, Inc., Declaration of  
Covenants, Conditions, and Restrictions were recorded on the 27<sup>th</sup> day of July 2015 and  
were recorded in the Davis County, Utah Recorder's Office in Plat Book 6321, Page 332  
(the "Declaration").

B. This Amendment governs certain real property located in Davis County, Utah  
(the "Property"), the legal description of which is attached hereto as **Exhibit "A."**

**NOW THEREFORE**, Declarant hereby modifies the Declaration as follows:

1. Article VI, Section 8 shall be amended in its entirety to read as follows:

"8. Sanitary Sewer System. The 8" sewer line from Community to 6000 South in  
Roy and all sewer laterals comprising the sanitary sewer system within the Community  
(the "Sewer System") are privately owned, operated and maintained by the Association  
and/or the neighboring property owner(s) who are serviced by the same sewer line (the  
"Neighbors"). In the event of a blockage, maintenance or repair necessary to the Sewer  
System, it shall be the responsibility of, and a common expense of the Association (not  
Roy City or Sunset City) and the Neighbors to make needed repairs to the Sewer System  
from the Project until it reaches the public sewer main line at 6000 S., Roy, Utah.

Sewage collection for the Project is provided by Roy City and each Owner shall be  
responsible to pay to Roy City for such services. Roy City shall be responsible for (1) the  
transporting of the sewage, after the sewage has reached the public sewer main line at  
6000 South, Roy; and (2) for the repair and maintenance of the public main line at  
6000 South, Roy. The charges for the services shall include any Roy City sewer impact  
fees or charges or North Davis Sewer impact fees, and the recurring, nonresidential Roy  
sewer rate. Failure to pay for sewer services to Roy City could result in the shutoff by  
Sunset City of other utility services through an agreement between Roy City and Sunset  
City.

The Association shall establish a reserve fund into to which each Owner shall be  
obligated to contribute \$6.95 per month to pay for the potential maintenance  
obligations associated with the Sewer System (the "Maintenance Fund"). The  
Maintenance Fund has been created to pay for estimated future maintenance costs of  
the Sewer System; however, the Association's obligations with regards to the Sewer

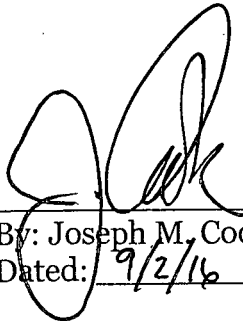
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System may not be fully satisfied by the Maintenance Fund. The HOA shall provide Sunset City and Roy City with statement balances within a reasonable time of request. The Maintenance Fund shall not be intermingled with the general funds of the Association and shall be held in reserve exclusively for the inspection, maintenance and repair of the Sewer System. Each Owner's monthly obligation to pay into the Maintenance Fund will not be terminated, reduced or drawn upon without the written consent of both Roy City and Sunset City; however, the monthly obligation may be increased from time to time in accordance with procedures to be included in the Bylaws, so long as any such increase does not exceed 15% per annum.

Additionally, the Association shall establish a reserve fund into to which each Owner shall be obligated to contribute \$3.05 per month to pay for the Association's share (as calculated by the percentage of its connections) of the potential future expansion of capacity of Roy City's 6000 South line from its connection to 2700 West (the "Roy City Mainline"), (in the event that Roy City reaches capacity on this line in the future). The Expansion Fund shall not be intermingled with the general funds of the Association and shall be held in reserve exclusively for the potential expansion of the Roy City Mainline. Each Owner's monthly obligation to pay into the Expansion Fund will not be terminated, reduced or drawn upon without the written consent of both Roy City and Sunset City; however, the monthly obligation may be increased from time to time in accordance with procedures to be included in the Bylaws, so long as the increase does not exceed 15% per annum."

2. No Other Changes. No other alteration, change or amendment to the Declaration has been made, discussed or contemplated by this Amendment.

**DECLARANT**  
SUNSET DEVELOPMENT, LLC



By: Joseph M. Cook; its: Manager

Dated: 9/2/16

State of Utah  
County of SALT LAKE

The foregoing instrument was acknowledged before me this 2 day of September, 2016, by Joseph M. Cook, who acknowledged that he is the Manager of Sunset Development, LLC.

Witness my hand and official seal.



Notary Public

My commission expires: 10-11-16

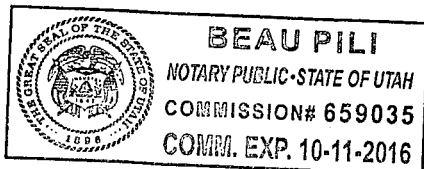


EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 0°03'32" WEST 635.42 FEET ALONG THE 1/4 SECTION LINE FROM THE CENTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 0°03'32" WEST 545.38 FEET; THENCE SOUTH 73°39'57" WEST 70.96 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SEQUOIA DRIVE (475 WEST STREET), THENCE; SOUTH 16°20'03" EAST 32.01 FEET ALONG SAID WESTERLY RIGHT OF WAY; THENCE SOUTH 74°59'19" WEST 79.82 FEET; THENCE SOUTH 15°00'41" EAST 57.88 FEET; THENCE SOUTH 74°59'19" WEST 70.50 FEET; THENCE NORTH 15°00'41" WEST 12.59 FEET; THENCE SOUTH 74°29'32" WEST 21.81 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE UTAH TRANSIT AUTHORITY; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 15°56'04" WEST 418.99 FEET; THENCE NORTH 0°05'02" EAST 33.83 FEET; THENCE NORTH 16°34'28" WEST 221.99 FEET; THENCE NORTH 31°29'49" WEST 41.99 FEET TO THE DAVIS COUNTY LINE; THENCE LEAVING SAID EASTERLY RIGHT OF WAY AND RUNNING SOUTH 89°53'54" EAST 414.36 FEET ALONG THE DAVIS COUNTY LINE TO THE POINT OF BEGINNING. CONTAINING 197,648.01 SQUARE FEET OR 4.54 ACRES

ALSO:

PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF FORMER LOT 30, ROI-DELL SUBDIVISION NO. 2, SAID POINT BEING NORTH 0°03'32" EAST 886.61 FEET ALONG THE 1/4 SECTION LINE AND SOUTH 89°53'57" WEST 16.26 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°53'57" WEST 100.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE UTAH TRANSIT AUTHORITY; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 9°57'05" WEST 98.82 FEET TO THE SOUTHERLY RIGHT OF WAY OF A STREET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 73°39'57" EAST 85.70 FEET; THENCE SOUTH 16°20'03" EAST 126.36 FEET TO THE POINT OF BEGINNING. CONTAINING 10,316.95 SQUARE FEET OR 0.24 ACRES.