E 2963681 B 6593 P 1068-1070 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 09/02/2016 01:18 PM FEE \$91.00 Pas: 3 DEP RT REC'D FOR SUNSET PLACE TOWN

13-309-001 thru 0078

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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 Z 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 27th 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:

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

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

**DECLARANT** 

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SUNSET DEVELOPMENT, LLC

does not exceed 15% per annum."

By: Joseph M, Cook; its: Manager

Dated: 9/2/16

State of Utah

County of SALT LAKE

Witness my hand and official seal.

BEAU PILI

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 659035

COMM. EXP. 10-11-2016

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°50'0" WEST 418.99 FEET; THENCE NORTH 15°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 WAY AND RUNNING 50UTH 89°53'54" EAST 414.36 FEET ALONG THE DAVIS COUNTY LINE TO THE POINT OF WAY AND RUNNING 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" BAST 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 BASTERLY 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" BAST 85.70 FEET; THENCE SOUTH 16°20'03" BAST 126.36 FEET TO THE POINT OF BEGINNING. CONTAINING 10,316.95 SQUARE FEET OR 0.24 ACRES.