

13-309-0001 to 0060

**SAID DOCUMENT BEING RE-RECORDED IN ORDER TO CORRECT  
PARAGRAPH 1, AS WELL AS, THE LEGAL DESCRIPTION OF THAT  
CERTAIN CERTIFICATE OF AMENDMENT TO THE SUNSET PLACE  
TOWNHOUSES HOMEOWNER'S ASSOCIATION, INC., DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON  
BOOK 6593, PAGE 1068-1070**

**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 30<sup>th</sup>  
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.

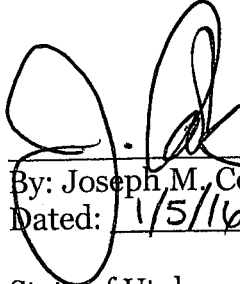
The Association shall establish a reserve fund into to which each Owner shall be obligated to contribute \$6.95 per month to pay for the potential maintenance obligations associated with the Sewer System (the "Maintenance Fund"). The Maintenance Fund has been created to pay for estimated future maintenance costs of the Sewer System; however, the Association's obligations with regards to the Sewer System may not be fully satisfied by the Maintenance Fund, and the obligations may not be limited to the monthly obligation and any then-existing Maintenance Fund balance. 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); however, the Association's obligations with regards to the expansion of capacity on the mainline may not be fully satisfied by any then-existing Expansion Fund balance, nor may they be limited to the monthly obligation. 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.

**[Signatures appear on the following page.]**

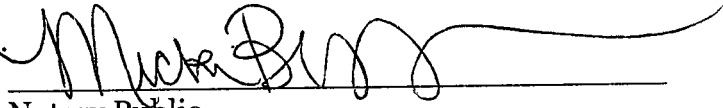
**DECLARANT**  
SUNSET DEVELOPMENT, LLC

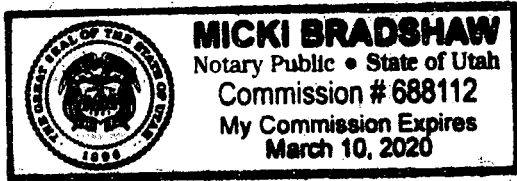
  
\_\_\_\_\_  
By: Joseph M. Cook; its: Manager  
Dated: 1/5/16

State of Utah  
County of DAVIS

The foregoing instrument was acknowledged before me this 5th day of  
January, 2017, 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: March 10 2020.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Units 1 through 60, inclusive, contained within SUNSET PLACE TOWNHOUSES P.U.D., an amendment to Celeste Place Townhouses, as the same as identified in Record of Survey Map recorded in Davis County, Utah as Entry No. 2884325 in Book 6321 at Page 332 and in the Declaration of Covenants, Conditions and Restrictions of Sunset Place Townhouses recorded in Davis County, Utah as Entry No. 2884326 in book 6321 at Page 333 (as said Map and Declaration may be amended and/or supplemented).

TOGETHER WITH all appurtenant rights in and to the Common Areas and Limited Common Areas provided for in said Plat and said Declaration of Covenants, Conditions and Restrictions.