

166/9

E 2241523 B 4212 P 1595-1603  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/02/2007 04:28 PM  
FEE \$166.00 Pgs: 9  
DEP RTT REC'D FOR WOODSIDE HOMES C  
ORP

AFTER RECORDING RETURN TO:

Nathan W. Pugsley  
Woodside Sunset Farms, LLC  
39 East Eagleridge Drive, Suite 100  
North Salt Lake, UT 84054

08-375-0101, 0102  
08-376-0201 thru 0229

08-379-0301 thru 0328 (Space Above Line for Recorder's Use Only)

08-387-0401 thru 0422 SECOND CERTIFICATE OF AMENDMENT TO THE

08-410-0601 thru 0699  
08-411-0701 thru 0706  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS

FOR  
Kaysville SUNSET EQUESTRIAN ESTATES  
Kaysville Sunset Farms Plat 1, 2, 3 & 4

THIS SECOND CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUNSET EQUESTRIAN ESTATES (this "Amendment"), is made as of this 12<sup>th</sup> day of January, 2007, by WOODSIDE SUNSET FARMS, LLC, a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS:

A. The original Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sunset Equestrian Estates (the "Original Declaration") was recorded in the official real estate records of Davis County on November 22, 2005, as Entry Number 212476 in Book Number 3917 beginning at Page Number 1135; and the First Certificate of Amendment to the Original Declaration (the "First Amendment") was recorded in the Official Records, Davis County Recorder, Davis County, Utah on September 29, 2006, as Entry Number 2206473 in Book Number 4128 beginning at Page Number 2720; and

B. Declarant desires to amend the Original Declaration to make it conform to the requirements of existing law.

C. Pursuant to Section 9.2 of the Original Declaration, the Original Declaration can be unilaterally amended by Declarant from time to time.

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby declares as follows:

1. The Original Declaration is hereby amended to replace the original text in Section 7.5.1.3 in its entirety with the following text:

Three-bay garages are required for all Lots greater than ½ acre in size and wherever possible on Neighborhood 1 Lots on the east side of Sunset Drive.

Three-bay garages are required for all Neighborhood 1 Lots on the west side of Sunset Drive.

Two-bay garages are required on all Neighborhood 2 (Cottages) Lots.

2. The Original Declaration is hereby amended to replace the original text in Section 7.5.1.5 in its entirety with the following text:

For all Neighborhood 2 (Cottages) Lots: One-story Residences shall have a minimum square footage of 1,100 finished square feet above ground level. Two-story Residences shall have a minimum of 1,500 square feet finished. Square footage of any style shall be measured excluding garages, porches, verandas, carports, patios, basements, porches and steps.

3. The Original Declaration is hereby amended to replace the original text in Section 7.5.1.6 in its entirety with the following text:

Any variances from these requirements must be approved in writing by the ARC, which approval may be withheld in the ARC's sole discretion. In addition any variances from these requirements for lots located on the west side of Sunset Drive must also comply with the Development Agreement with the City that is associated with and pertains to the Community.

4. The Original Declaration is hereby amended to replace the original text in Section 8.3 in its entirety with the following text:

Landscaping. All front yard landscaping for each Lot shall be installed by the builder or Owner of the Residence no later than ninety (90) days for lots on the east side of Sunset Drive, and sixty (60) days for lots on the west side of Sunset Drive, after the initial close of escrow or occupancy (whichever is earlier) for the Residence on the Lot, provided, however, that if seasonal temperatures do not permit installation of the landscaping at that time, then the landscaping shall be installed within six (6) months thereafter. "Front yard landscaping" for purposes of this section is defined as landscaping in the front yards between the front line of the house and

the sidewalk on the entire width of the Lot excluding the driveway, and on corner Lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. Front yard landscaping shall include at least one (1) tree in the parkstrip for every 20 feet of street frontage for the Lot (all trees shall be evenly spaced along the street frontage for each Lot), and each tree must be a Bradford Flowering Pear variety (or its equivalent) and at the time of installation must be at least 2" caliper, and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Any plants or trees installed by a builder of a Residence shall be maintained by the Owner of the Lot and shall be replaced with the same kind and caliber of plant or tree at the sole expense of the Owner of the Lot. Mature natural foliage on the Lot shall be removed from each Lot only as is reasonably necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas.

5. The Original Declaration is hereby amended to replace the original text in Section 9.1 in its entirety with the following text:

Term: Method of Termination. In compliance with the requirements of Kaysville City Code §17-34-7, this Declaration shall be effective upon the date of Recordation hereof and, as amended from time to time, shall continue in full force and effect until there are no remaining Common Elements within the Community. If Kaysville City Code §17-34-7 is ever amended or repealed so that it no longer requires the covenants and restrictions contained in this Declaration to remain in effect or there comes a time when there are no Common Elements remaining within the Community, then this Declaration may be terminated at any time if at least ninety-percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Davis County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

6. The Original Declaration is hereby amended to replace the original text in Section 13 in its entirety with the following text:

13.1 The Arena Property shall at all times be owned and used in a manner consistent with the obligations imposed by the Development Agreement. The Arena Property shall also be subject to any easements,

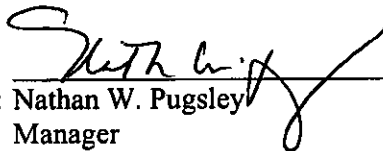
covenants and restrictions required by the Development Agreement. In addition to the other amendment provision set forth elsewhere herein, Declarant reserves the right to amend this Declaration at any time and from time to time to make this Declaration consistent with the terms and conditions of the Development Agreement.

7. Except as expressly modified herein, the Original Declaration shall remain in full force and effect.
8. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Original Declaration.

**IN WITNESS WHEREOF**, Declarant has executed this Amendment the day and year first written above.


**DECLARANT:**

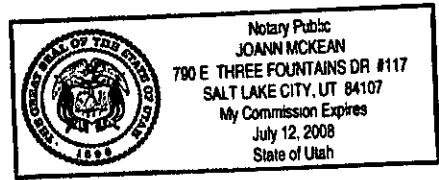
Woodside Sunset Farms, LLC  
a Utah limited liability company

By:   
Name: Nathan W. Pugsley  
Its: Manager

STATE OF UTAH     )  
                                          ) ss  
County of Davis     )

On the 12<sup>th</sup> day of January 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said Woodside Sunset Farms, LLC, that executed the within instrument.

  
\_\_\_\_\_  
Notary Public  
Residing at:  
My Commission Expires:



**KAYSVILLE SUNSETS FARMS- PLAT 1**

BEGINNING AT A POINT WHICH IS N89°49'36"E, 612.98 FEET ALONG THE QUARTER SECTION LINE AND NORTH, 2105.54 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S62°53'03"W, 781.57 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SUNSET DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N2200°56"W, 60.24 FEET; THENCE N62°53'03"E, 325.04 FEET; THENCE N22°00'56"W, 111.64 FEET; THENCE N62°53'03"E, 187.17 FEET; THENCE N61°44'15"E, 54.96 FEET; THENCE N62°53'03"E, 199.13 FEET; THENCE S20°6'57"E, 172.30 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.2177 ACRES — 2 LOTS

**KAYSVILLE SUNSET FARMS- PLAT 2**

BEGINNING AT A POINT WHICH IS N89°49'36"E, 669.18 FEET AND NORTH, 1685.34 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE

N2541°18"W, 271.09 FEET; THENCE N64°18'42"E, 50.00 FEET; THENCE N2541°18"W, 129.75 FEET; THENCE N62°53'03"E, 81.45 FEET; THENCE N27°06'5"W, 172.30 FEET; THENCE S62°53'03"W, 199.13 FEET; THENCE S61°44'15"W, 54.96 FEET; THENCE S62°53'03"W, 187.17 FEET; THENCE N22°00'56"W, 453.29 FEET; THENCE N62°42'29"E, 810.18 FEET; THENCE S34°42'24"E, 1213.53 FEET; THENCE S55°17'36"W, 130.00 FEET; THENCE N89°18'05"W, 67.46 FEET; THENCE S55°17'36"W, 162.80 FEET; THENCE N142°1'57"W, 186.81 FEET; THENCE S62°0'40"W, 402.28 FEET TO THE POINT OF BEGINNING.

CONTAINS: 18.0169 ACRES — 29 LOTS

**KAYSVILLE SUNSET FARMS- PLAT 3**

BEGINNING AT A POINT WHICH IS N89°49'36"E, 2268.49 FEET ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N34°49'31"W, 40.12 FEET; THENCE S89°49'36"W, 103.96 FEET; THENCE N00°28'W, 150.07 FEET; THENCE N34°49'22"W, 874.55 FEET; THENCE S55°17'32"W, 15.27 FEET; THENCE N32°26'22"W, 150.13 FEET; THENCE N45°13"W, 61.49 FEET; THENCE N30°56'14"W, 193.02 FEET; THENCE S55°17'36"W, 64.04 FEET; THENCE S77°02'54"W, 190.94 FEET; THENCE N142°1'57"W, 530.30 FEET; THENCE N55°17'36"E, 162.80 FEET; THENCE S89°18'05"E, 67.46 FEET; THENCE N55°17'36"E, 130.00 FEET; THENCE S34°42'24"E, 936.04 FEET; THENCE S55°17'36"W, 7.00 FEET; THENCE

S3442'24"E, 513.72 FEET; THENCE S8545'04"E, 9.00 FEET; THENCE S34'42'24"E, 535.82 FEET; THENCE N85°45'04"W, 15.43 FEET; THENCE S3442'24"E, 254.18 FEET TO THE QUARTER SECTION LINE; THENCE S8949'36"W, 377.84 FEET ALONG THE QUARTER SECTION LINE TO THE OF BEGINNING.

CONTAINS: 17.4932 ACRES — 28 LOTS  
POINT

#### **KAYSVILLE SUNSET FARMS- PLAT 4**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUNSET DRIVE, SAID POINT BEING N8949'36"E, 470.52 FEET ALONG THE QUARTER SECTION LINE AND NORTH, 381.57 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N2200'56"W, 449.8 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE N6T32'58"E, 978.6 FEET; THENCE N7T02'54"E, 190.94 FEET; THENCE N55H7'36"E, 64.04 FEET; THENCE S3O56'14"E, 193.02 FEET; THENCE SY45'13"E, 61.49 FEET; THENCE S3Z26'22"E, 150.13 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING FOUR COURSES: S553O'34"W, 309.41 FEET; THENCE S8913'38"W, 54.78 FEET; THENCE S6814'46"W, 719.70 FEET; THENCE S6756'17"W, 194.65 FEET TO THE POINT OF BEGINNING.

CONTAINS: 12.8882 ACRES — 22 LOTS

#### **KAYSVILLE SUNSET EQUESTRIAN ESTATES PLAT 6**

A parcel of land located in the Northeast Quarter of Section 9 and the Northwest Quarter of Section 10, all of Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

BEGINNING at a point on the west right-of-way line of Sunset Drive, said point being 33.00 feet perpendicularly distant westerly from the centerline of said Sunset Drive as monumented by Kaysville City, said point also being North 89°49'36" East 553.51 feet, coincident with the south line of the Northwest Quarter of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian and North 22°00'56" West 1,295.03 feet, from the Quarter Corner Common to Sections 9 and 10 of said Township and Range, and thence coincident with an existing fence line as described in that certain Boundary Line Agreement dated January 13, 1999 and recorded in Book 2435 at Page 643 of the Davis County records and the extension of said line South 62°58'04" West 585.62 feet; thence South 75°46'09" West 475.52 feet; thence North 19°30'42" West 476.12 feet to a point of tangency of a 15.00 foot radius curve to the left; thence northwesterly 23.56 feet along said curve through a central angle of 90°00'00"; thence South 70°29'18" West 456.61 feet to a point of tangency of a 567.00 foot radius curve to the left; thence westerly 22.51 feet along said curve through a central angle of 02°16'30" to a point of compound curvature of a 15.00 foot radius curve to the left; thence southwesterly 23.43 feet

along said curve through a central angle of  $89^{\circ}28'52''$ ; thence South  $64^{\circ}50'23''$  West 35.12 feet to a point of non tangency of a 15.00 foot radius curve to the left of which the radius point bears South  $60^{\circ}55'59''$  West; thence westerly 23.42 feet along said curve through a central angle of  $89^{\circ}28'10''$  to a point of compound curvature of a 566.74 foot radius curve to the left; thence southwesterly 243.86 feet along said curve through a central angle of  $24^{\circ}39'14''$  to a point of compound curvature of a 15.00 foot radius curve to the left; thence southerly 24.55 feet along said curve through a central angle of  $93^{\circ}46'00''$ ; thence South  $33^{\circ}49'06''$  West 55.01 feet to a point of non-tangency of a 15.00 foot radius curve to the left, of which the radius point bears South  $32^{\circ}52'45''$  West; thence westerly 23.10 feet along said curve through a central angle of  $88^{\circ}14'26''$ ; thence South  $32^{\circ}25'32''$  West 120.41 feet to a point of tangency of a 633.00 foot radius curve to the right; thence southwesterly 219.27 feet along said curve through a central angle of  $19^{\circ}50'51''$ ; thence South  $52^{\circ}16'04''$  West 43.54 feet to a point of tangency of a 15.00 foot radius curve to the left; thence southerly 22.99 feet along said curve through a central angle of  $87^{\circ}49'36''$ ; thence South  $51^{\circ}05'04''$  West 55.09 feet to a point of non-tangency of a 15.00 foot radius curve to the left, of which the radius point bears South  $54^{\circ}26'27''$  West; thence westerly 24.13 feet along said curve through a central angle of  $92^{\circ}10'24''$ ; thence South  $52^{\circ}16'04''$  West 423.93 feet; thence North  $34^{\circ}13'00''$  West 125.73 feet; thence North  $05^{\circ}14'26''$  West 86.35 feet; thence North  $89^{\circ}55'23''$  East 116.69 feet to a point of tangency of a 197.00 foot radius curve to the left; thence easterly 129.47 feet along said curve through a central angle of  $37^{\circ}39'19''$ ; thence North  $52^{\circ}16'04''$  East 175.95 feet; thence North  $49^{\circ}25'50''$  East 55.21 feet to a point of non-tangency of a 547.00 foot radius curve to the left, of which the radius point bears North  $32^{\circ}00'10''$  West; thence northeasterly 244.18 feet along said curve through a central angle of  $25^{\circ}34'37''$ ; thence North  $32^{\circ}19'44''$  East 135.21 feet; thence North  $33^{\circ}15'25''$  East 55.00 feet to a point of non-tangency of a 653.00 foot radius curve to the right, of which the radius point bears South  $55^{\circ}08'56''$  East; thence northeasterly 314.22 feet along said curve through a central angle of  $27^{\circ}34'15''$ ; thence North  $53^{\circ}25'42''$  East 56.11 feet; thence North  $70^{\circ}29'18''$  East 363.36 feet; thence North  $19^{\circ}30'42''$  West 118.46 feet; thence North  $70^{\circ}29'18''$  East 146.25 feet; thence South  $83^{\circ}12'58''$  East 61.35 feet; thence North  $69^{\circ}37'16''$  East 265.22 feet; thence North  $23^{\circ}03'48''$  West 271.95 feet; thence North  $63^{\circ}22'57''$  East 226.33 feet; thence North  $55^{\circ}52'15''$  East 55.48 feet; thence North  $62^{\circ}53'03''$  East 201.28 feet; thence North  $24^{\circ}19'13''$  West 626.04 feet to a point on the boundary line agreement between the Belnap property and the north line of Woodside Homes/Danville Investment Inc. property said boundary line being a best fit line matching the existing field fence; thence coincident with said boundary line agreement thence South  $87^{\circ}47'45''$  East 279.22 feet to said west right-of-way line of Sunset Drive; thence coincident with said west right-of-way line South  $22^{\circ}00'56''$  East 1,511.57 feet to the POINT OF BEGINNING. Said parcel contains 37 lots, 1 non conforming Lot (Lot 638), 15 open space parcels, 5 streets and 29.33 acres, more or less.

#### **KAYSVILLE SUNSET EQUESTRIAN ESTATES- PLAT 7**

A parcel of land located in the Northeast Quarter of Section 9 and the Northwest Quarter of Section 10, all of Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:



BEGINNING at a point on the west right-of-way line of Sunset Drive, said point being 33.00 feet perpendicularly distant westerly from the centerline of said Sunset Drive as monumented by Kaysville City, said point also being North  $89^{\circ}49'36''$  East 553.51 feet coincident with the south line of the Northwest Quarter of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian and North  $22^{\circ}00'56''$  West 649.20 feet from the Quarter Corner Common to Sections 9 and 10 of said Township and Range, and thence South  $58^{\circ}11'14''$  West 360.12 feet; thence North  $49^{\circ}33'13''$  West 393.19 feet; thence North  $22^{\circ}51'24''$  West 4.91 feet; thence North  $67^{\circ}36'04''$  East 160.92 feet coincident with the extension of the south boundary line of the Mitchell property; thence coincident with said south line the following 4 courses South  $22^{\circ}27'54''$  East 15.00 feet, North  $67^{\circ}36'04''$  East 120.01 feet, and North  $41^{\circ}00'58''$  East 33.52 feet and North  $67^{\circ}36'04''$  East 225.81 feet to said west right-of-way line; thence coincident with said line South  $22^{\circ}00'56''$  East 295.86 feet to the POINT OF BEGINNING. Said parcel contains 146,110 square feet or 3.35 acres, more or less, contains 5 lots, 1 open space parcel and 1 street.