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E# 2415604 PG 1 OF 4  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
02-JUN-09 227 PM FEE \$279.00 DEP SPY  
REC FOR: SUNRIDGE PROPERTY OWNERS ASSOC

**2009 AMENDMENT  
TO THE  
PROTECTIVE AND RESTRICTIVE  
COVENANTS**

**SUNRIDGE PROPERTY OWNERS  
ASSOCIATION**

**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 May, 2009, 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 Paragraph 4.02(f) of the Prior Covenants, dealing with the authority of the Board, is hereby repealed in its entirety and the following replacement paragraph 4.02(f) is hereby adopted: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 Paragraph 4.03 of the Prior Covenants is hereby repealed in its entirety and the following replacement paragraph 4.03 is hereby adopted: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 the Association newsletter (Ridgerunner), by special mailings to principal owners, by posting a

notice on the Sunridge web page ([www.sunridge.info](http://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 month, 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.

- 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 27 day of May, 2009 .

**"Sunridge Property Owners Association"**

By *Michael D. Richey*  
President

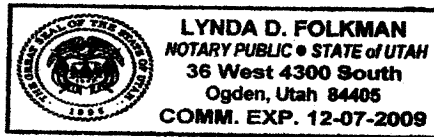
*Michael D. Richey* June 2 2009

STATE OF UTAH )  
 ) :ss.  
COUNTY OF WEBER )

On this 27<sup>th</sup> day of May, 2009, 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.

*Stephen Leo*  
Notary Public

*Lynda D. Folkman* June 2, 2009



**EXHIBIT "A"**

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 148 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  
 23-047-0001, 0002  
 23-048-0001 to 0009  
 23-049-0001 to 0007  
 23-050-0001 to 0004  
 23-051-0001 to 0022  
 23-052-0001 to 0002  
 23-053-0001 to 0014  
 23-054-0001 to 0011  
 23-055-0001 to 0014  
 23-056-0001 to 0013  
 23-064-0002 to 0003  
 23-065-0001 to 0012  
 23-066-0001 to 0008  
 23-067-0001 to 0013  
 23-068-0002 to 0009  
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 23-071-0001 to 0005  
 23-079-0001 to 0002  
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 23-117-0001 to 0009  
 23-118-0001 to 0004  
 23-120-0001 to 0034  
 23-124-0001, 0002