



W3089115

E# 3089115 PG 1 OF 11
Leann H. Kilts, WEBER COUNTY RECORDER
30-Sep-20 0927 AM FEE \$40.00 DEP PC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
SUNRISE POINT TOWNHOMES**

THIS AMENDMENT TO DECLARATION is made this 28 day of September 2020, by Parkridge Inc., hereinafter referred to as "Declarant".

RECITALS

- A. The Declaration of Covenants, Conditions and Restrictions for Sunrise Point Townhomes was recorded in the office of the County Recorder of Weber County, Utah on July 30, 2019 as Entry Number 2993882 of the official records (the "Declaration").
- B. This document affect the real property locate in Weber County, Utah, described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").
11-432-0001 THRU 0016
- C. The Declaration desires to amend the Declaration the manner set forth below

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions for Sunrise Point Townhomes.

- 1. Article II of the Declaration is hereby amended to read as follows:

ARTICLE II
Nature and Incidents of Ownership

- 2.01 *Separate Ownership.* Each Lot, together with the Residential Unit and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, occupied, improved, and otherwise used in accordance with provisions of this declaration.

COURTESY RECORDING
THIS DOCUMENT IS BEING RECORDED SOLELY AS A COURTESY AND AN ACCOMMODATION TO THE PARTIES NAMED THEREIN. MT VIEW TITLE CO. HEREBY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OR THE CONTENT THEREOF.

- 2.02 *Use and Occupancy.* Subject to the limitations contained in this declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Area and the exclusive right to use and enjoy said Owners Lot.
- 2.03 *Exterior of Residential Units.* Each Owner shall keep the exterior of that Owner's Residential Unit in a sanitary condition and in a state of good repair. In the event that any Residential Unit should develop an unsanitary conditions or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said conditions at the Owner's expense.
- 2.04 *Interior of Residential Units.* Each Owner of a Residential Unit shall, at the Owner's expense, keep the interior of such Residential Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.
- 2.05 *Maintenance of Lots.* The Association shall be responsible to keep all Lots, including, without limitations, all trees, shrubs, grounds, and lawns, in a sanitary condition and in a state of good repair.
- 2.06 *Maintenance of Culinary and Sewer Water Laterals.* The Association will maintain, repair and as necessary, replace those culinary and sewer laterals located on Owner's Lot.
- 2.07 *Common Area Maintenance.* The Association shall be responsible to keep the Common Area in a state of good repair and maintenance, including all detention basins, storm drains, fencing, play areas, parking, landscaping and Common Area appurtenances, free from all damage and accumulations of snow, refuse, rubbish, and other inappropriate materials of any kind. Should the Common Area fall into disrepair, it is the Association's responsibility to restore the common area to its original condition and will not be Ogden City's responsibility to maintain or restore the Common Areas. The association will have the play structure inspected on a annual basis by an independent company that specializes in such inspections.
- 2.08 *Limited Common Area Maintenance.* Each Owner shall be responsible for maintenance and repair of its own unit, (owners own from stud walls in). The HOA shall maintain Limited Common Area designated for the exclusive use and occupancy of its Unit including the roof, exterior walls, all doors and windows and patio areas. Limited Common areas used for vehicular access between Fenway Fields Drive, a private alley that is part of the Common Area, and an individual Owner's lot shall be maintained by the Association.
- 2.09 *Additions, Constructions, Alterations of Residential Lots.* No construction, additions, alterations, painting, fencing or other structures on any Lot shall be commenced, erected or maintained until the Plans and Specifications showing the nature, kind, shape, height,

colors, materials and location of same have been submitted to and approved in writing by the architectural control committee. In the event said architectural control committee fails to approve or disapprove such designs within sixty (60) days after said Plans and Specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Any and all construction, improvements or alterations shall meet all requirements of Ogden City.

- 2.09.1 *No Subdivision.* No Owner shall cause a Lot or Residential Unit to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Unit shall be void and of no effect.
- 2.09.2 *All culinary water* infrastructure, sanitary sewer infrastructure and storm sewer infrastructure within the project is privately owned and maintained by the association for the benefit of the Lots, the costs of which shall be shared as a Regular or Common Assessment.

2. Article V of the Declaration is hereby amended to read as follows:

ARTICLE V
The Association By-Laws

- 5.01 *The association.* The administration of the Project shall be through the FENWAY FIELDS HOMEOWNERS ASSOCIATION, L.L.C., a Utah limited liability company, which has been organized and will be operated to perform the functions and provide the services contemplated in the Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Bylaws of the Association which have been adopted in accordance therewith. A true copy of the duly-adopted Bylaws of the Association shall be available for inspection and copying by any Owner.
- 5.02 *Board of Directors.*
- Numbers.* The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.
- Term of Office.* At the first annual meeting, the members shall elect two (2) directors for a term two years, and one (1) director for the term of three years; and at each annual meeting thereafter the members shall elect the applicable number of directors for a term of three years.
- Removal.* Any director may be removed from the Board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his

successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

5.03 *Nomination and Election of Directors.*

Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among member or non-members.

Election. Election to Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is no permitted.

5.04 *Meetings of Directors.*

Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present a duly held meeting

at which a quorum is present shall be regarded as the act of the Board.

5.05 *Powers and Duties of the Board of Directors.*

Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use the common areas of a member during any periods in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to; fix the amount of the annual assessment period; send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring and action at law against the owner personally obligated to pay the same.

- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states and assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as may deem appropriate.
- (g) Cause the Common Areas to be maintained.

5.06 *Officers and Their Duties.*

Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified.

Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 5.06 of the Article.

Duties. The duties of the offices are as follow;

- (a) *President.* The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all

leases, mortgages, deeds and other written instruments, shall co-sign all checks and promissory notes.

- (b) *Vice-President.* The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) *Secretary.* The secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring a seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all check and promissory notes of the Association, keep proper books of account, elect to an annual audit of the of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting , and deliver a copy of each to the members.

Committees. The Association shall appoint an Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Books and Records. The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member.

5.07 *Membership and Voting Rights.* The Association shall have two (2) classes of voting memberships, as follows:

(a) Class A. Class A Members shall consist of all Owners, except Declarant, and each Class A Member shall be entitled to one vote for each Lot owned;

(b) Class B. Class B Members shall consist of the Declarant, and each Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events;

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership; or
- (ii) seven (7) years after date of recording this

Declaration.

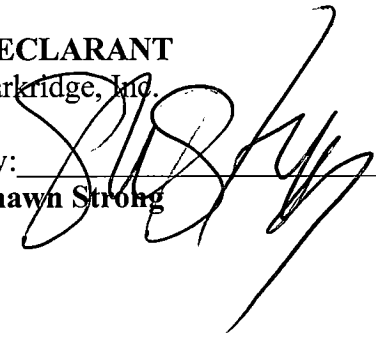
- 5.07 *Assessments.* The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's *pro rata* share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights and powers of the Association under this Declaration. The term "Assessment" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provisions hereof.
- 5.08 *Agreement to pay Assessments.* Each Owner of a Lot, by the acceptance of instruments of conveyance and transfer thereof, shall be deemed to covenant and agree with each the Declarant and the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration.
- 5.09 *Commencement of Assessments.* Regular Assessment shall commence against all Lots sold, excluding developer, on the first day of the first calendar month following recordation of a conveyance instrument transferring the first Lot within the Project to an Owner
- 5.10 *Regular Assessment.* A Regular Assessment shall consist of each Owner's *pro rata* share of the estimated annual total of (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights, powers, and duties of the Association during each fiscal year. A regular Assessment shall be computed and levied annually against each lot by the Association.
3. If any provision of the Amendment is held to be illegal, invalid, or unenforceable under any present or future law, the that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part thereof, and the remaining provision of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid , or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms for such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

- 4. In the even of any conflict, incongruity, or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.
- 5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Weber County, Utah.

IN WITNESS WHEREOF, the undersigned Amended Declarant has executed this 28 day of September, 2020

DECLARANT
Parkridge, Inc.

By: _____
Shawn Strong



STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 28 day of September, 2020, personally appeared before me Shawn Strong, the President of Parkridge Inc. who signed the foregoing instrument, and he acknowledged to me that he is the authorized owner of Subject property.

NOTARY PUBLIC
Residing in: _____

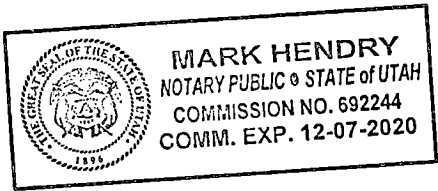


EXHIBIT A

ALL OF LOTS 1 AND 2, IN BUILDING A, LOTS 3 THROUGH 9, IN BUILDING B AND LOTS 10 THROUGH 16, IN BUILDING C, ALL IN SUNRISE POINT TOWNHOMES, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS ENTRY NUMBER 2993881, OF THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER, WHICH LOTS ARE CONTAINED WITHIN THE SUNRISE POINT TOWNHOMES SUBDIVISION, IDENTIFIED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUNRISE POINT TOWNHOMES" RECORDED AS ENTRY NUMBER 2993882. SUBJECT AND TOGETHER WITH NON-EXCLUSIVE RIGHTS AND EASEMENTS IN AND TO THE COMMON AREAS AND SIDE WALKS AND OTHER RIGHTS AND CONDITIONS SET FORTH WITHIN SAID DECLARATION