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RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/13/2018 08:39 AM  
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DEP RTT REC'D FOR SUNSET DEVELOPME  
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13-309-0037 thru 0039  
13-309-0061 thru 0073

**SECOND AMENDMENT TO THE SUNSET PLACE TOWNHOUSES  
HOMEOWNER'S ASSOCIATION, INC., DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This **Second Amendment** to the Declaration of Covenants, Conditions and Restriction of Sunset Place Townhouses, P.U.D. (the "Second Amendment"), is made and approved this 9<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2018, 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. On or about the 2<sup>nd</sup> day of September, 2016, the Association recorded, in BOOK 6593, PAGE 1068-1070, that certain Certificate of Amendment to the Sunset Place Townhouses Homeowner's Association, Inc., Declaration of Covenants, Conditions, and Restrictions (the "First Amendment").

C. On or about the 30<sup>th</sup> day of September, 2016, the Association **Re-recorded**, in BOOK 6711 PAGE 84, that certain Certificate of Amendment to the Sunset Place Townhouses Homeowner's Association, Inc., Declaration of Covenants, Conditions, and Restrictions in order to correct paragraph 1, as well as, the legal description of that Amendment (hereinafter the "Re-recorded First Amendment").

D. This Second 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. Units 37, 38 & 39 are hereby removed and deleted from the Legal Description attached as Exhibit "A" to the Re-recorded First Amendment, to the affect Units 37, 38 & 39 shall be under no legal, financial or any other obligation whatsoever created by the Re-recorded First Amendment.

Units 74, 75 & 76 are hereby inserted into and added to the Legal Description attached as Exhibit "A" to the Re-recorded First Amendment, to the effect that the Re-recorded First Amendment shall encumber and include Units 74, 75 & 76.

2. An additional paragraph styled paragraph "8.b." shall be added to the end of Article VI, Section 8 of the Declaration to read as follows:

"8.b. Lift Station Maintenance. The sewage from units 37, 38, 39, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 & 73 (hereinafter referred to as the "Sunset Sewer Units") shall flow into a lift station which has been constructed and shall be perpetually maintained by the Association. The Association and the Owners of the Sunset Sewer Units understand and agree that all costs associated with maintaining the lift station, its appurtenant pipes, valves, motors and any and all other appurtenant parts shall be born exclusively by the Owners of the Sunset Sewer Units (as defined in the preceding sentence), and that Sunset City has and shall have no obligation, liability or responsibility with regards to the maintenance, repair or service the lift station or its appurtenant parts. The effluence from the lift station shall be pumped into the sewer system of Sunset City, not Roy City. The Owners of the Sunset Sewer Units (as defined in this paragraph) are the only units subject to the terms of this Second Amendment.

In order to maintain the lift station, the Association shall establish a reserve fund into to which each Owner of the Sunset Sewer Units shall (in addition to any other assessments, dues or fees levied by the Association) be responsible to pay the sum of **\$26.05 per month** (in addition to the monthly HOA assessment) for the potential maintenance obligations associated with the lift station (the "Lift Station Maintenance Fund"). The Maintenance Fund has been created to pay for estimated future maintenance costs (whether such regular maintenance is monthly or semi-annual or annual) of the Lift Station; however, the Owners of the Sunset Sewer Units' obligations with regards to the Sewer System may not be fully satisfied by the Lift Station Maintenance Fund, and the obligations may not be limited to the monthly obligation and any then-existing Lift Station Maintenance Fund balance. The HOA shall provide Sunset City with the Lift Station Maintenance Fund statement balance within a reasonable time of request. The Lift Station 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 Lift Station and its appurtenant parts or pipelines.

Each Owner of the Sunset Sewer Units obligation to pay into the Maintenance Fund will not be terminated or reduced until such time as the Lift Station Maintenance Fund shall reach the sum of \$35,000.00, at which time the monthly obligation may be reduced by half in accordance with a vote of the Board according to the Bylaws. If necessary, the obligation of each Owner of the Sunset Sewer Units 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."

3. No Other Changes. No other alteration, change or amendment to the Declaration has been made, discussed or contemplated by this Amendment.

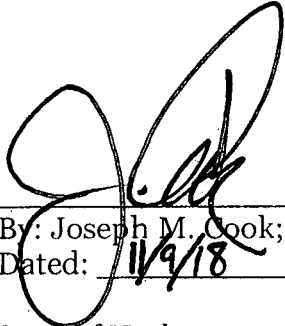
**[Signatures appear on the following page.]**

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

Units 37, 38, 39, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 & 73, 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.

**DECLARANT**  
SUNSET DEVELOPMENT, LLC

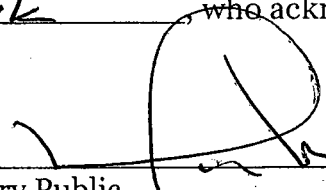


By: Joseph M. Cook; its: Manager  
Dated: 11/9/18

State of Utah  
County of Davis

~~October~~ <sup>November</sup> The foregoing instrument was acknowledged before me this 9 day of November, 2018, by Joseph M. Cook who acknowledged that he is the Manager of Sunset Development, LLC.

Witness my hand and official seal.

  
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Notary Public  
My commission expires: April 1, 2019

