



W3268553

Sunpointe Cove, a Condominium
PO Box 238
Roy, UT 84067

E# 3268553 PG 1 OF 8
LEANN H KILTS, WEBER CTY. RECORDER
29-DEC-22 11:58 AM FEE \$40.00 TN
REC FOR: SUNPOINTE COVE

SUPPLEMENTAL CC&RS OF SUNPOINTE COVE, A CONDOMINIUM

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the CC&RS governing Sunpointe Cove, a Condominium (“Sunpointe Cove”) were recorded as Sunpointe Cove, LLC as Entry No. 1690039, Records of Weber County, Utah; and

WHEREAS, it is necessary and desirable that the CC&Rs be supplemented;

NOW THEREFORE, pursuant to a motion presented and duly carried and approved by a majority vote of a quorum of 75% of the Owners at the annual meeting of the Owners Association (the “Association”) on the 18th day of June, 2022, and in consideration of the promises, agreements, and considerations, herein contained, IT IS HEREBY AGREED that the following CC&Rs shall be, and the same are, hereby amended as follows:

Article VII Section 1: EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION in its entirety as follows:

ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within sixteen (16) days after the due date shall bear a late fee of \$25.00. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Unit. If any installment of a Common Assessment is not paid within sixteen (16) days after its due date, the Board shall mail an acceleration notice to the Owner and to each first Mortgagee of a Lot which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of the Unit. The notice shall further inform the

Owner of this right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installment of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

These Supplemental CC&Rs incorporate herein by reference, to the extent not inconsistent, the terms and conditions of the CC&Rs and all terms thereof shall be binding upon Sunpointe Cove, A Condominium.

These Supplemental CC&Rs and every provision hereof shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed these Supplemental CC&Rs the 12 day of DEC, 2022.

SUNPOINTE COVE, A CONDOMINIUM

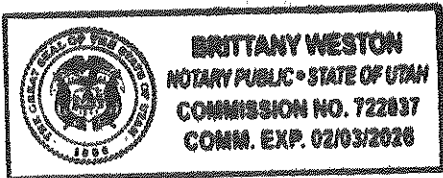
By: Aaron Games

Board Position: PRESIDENT

AARON GAMES
(Print Name)

STATE OF Utah
COUNTY OF Weber

On this 12 day of December, 2022 personally appeared before me AARON GAMES, known to me to be the President of Sunpointe Cove, A Condominium and known to me to be the person who executed the within instrument on behalf of said entity.



Brittany Weston
NOTARY PUBLIC

Legal Description of Sunpointe Cove, A Condominium

Unit No.	Serial No.
1	12-172-0001
2	12-172-0002
3	12-172-0003
4	12-172-0004
5	12-172-0005
6	12-172-0006
7	12-172-0007
8	12-172-0008
9	12-172-0009
10	12-172-0010
11	12-172-0011
12	12-172-0012
13	12-172-0013
14	12-172-0014
15	12-172-0015
16	12-172-0016
17	12-172-0017
18	12-172-0018
19	12-172-0019
20	12-172-0020

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NOTICE OF REINVESTMENT FEE COVENANT
(Pursuant to Utah Code Ann. 57-1-46)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the CC&RS governing Sunpointe Cove, a Condominium (“Sunpointe Cove”) were recorded as Sunpointe Cove, LLC as Entry No. 1690039, Records of Weber County, Utah; and

WHEREAS, it is necessary and desirable that the CC&Rs be supplemented;

NOW THEREFORE, pursuant to a motion presented and duly carried and approved by a majority vote of a quorum of 75% of the Owners at the annual meeting of the Owners Association (the “Association”) on the 18th day of June, 2022, and in consideration of the promises, agreements, and considerations, herein contained, IT IS HEREBY AGREED that the following CC&Rs shall be, and the same are, hereby amended as follows:

Pursuant to the requirements of Utah Code Ann. 57-1-46, this instrument is an Notice of Reinvestment Fee Covenant (“Notice”) that satisfies the requirements of Utah Code Ann. 57-1-46(6) and serves as a record notice for that certain reinvestment fee covenant (the “Reinvestment Fee Covenant”) that was duly approved and recorded on Feb 15, 2000 as Entry No. 1690039 against the Property as set forth in the Declaration of Covenants, Conditions & Restrictions for Sunpointe Cove, LLC in Weber County, Utah, as amended (“Declaration”).

This Amended Notice hereby is added to the CC&Rs:

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES that:

1. The name and address of the beneficiary under the above referenced Reinvestment Fee Covenant is Sunpointe Cove, A Condominium., c/o Golden Spike Realty, 2609 N Main Street, Sunset, Utah 84015. If an when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce, Division of Corporations.

2. The burden of the above referenced Reinvestment Fee Covenant is intended to run with the Property described in Exhibit "A", and to bind successors in interest and assigns. The duration of the above referenced Reinvestment Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination or amendment of such Reinvestment Fee Covenant, as provided in the Declaration.

3. As of the date of this Notice, as further detailed in the Declaration, a one-time reinvestment fee shall be paid to the Association when a change in ownership or transfer of a Lot/Unit occurs in the amount of up to one-half of one percent (0.5%) of the sales price, unless a lesser amount is determined by the Board. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities.

DATED: 12/12/2022



Aaron Eames
President of Association
Sunpointe Cove, A Condominium

These Supplemental CC&Rs incorporate herein by reference, to the extent not inconsistent, the terms and conditions of the CC&Rs and all terms thereof shall be binding upon Sunpointe Cove, LLC.

These Supplemental CC&Rs and every provision hereof shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed these Supplemental CC&Rs the 12 day of DEC, 2022.

SUNPOINTE COVE, A CONDOMINIUM

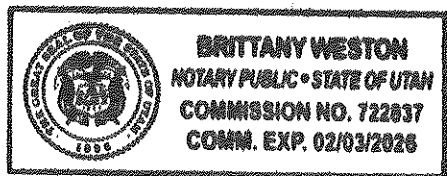
By: [Signature]

Board Position: PRESIDENT

XARON GAMES
(Print Name)

STATE OF Utah
COUNTY OF Weber

On this 12 day of December, 2022 personally appeared before me XARON GAMES, known to me to be the President of Sunpointe Cove, A Condominium and known to me to be the person who executed the within instrument on behalf of said entity.



[Signature]
NOTARY PUBLIC

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