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ADAM GARDINER
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 4 P.

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLOOMFIELD FARMS, P.R.D.**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bloomfield Farms, P.R.D. (“**Declaration**”) that established the condominium development known as Bloomfield Farms is made on the date evidenced below by the Bloomfield Farms Homeowners Association, a Utah nonprofit corporation (hereinafter “**Association**”).

RECITALS

- A. Certain real property in Salt Lake County, State of Utah, known Bloomfield Farms was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration recorded on January 10, 2008, as Entry Number 10320166, in the Recorder’s Office for Salt Lake County, Utah.
- B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **EXHIBIT A**.
- C. So as to achieve conformity in style and structure of properties and to maintain the esthetics of the community, and to otherwise avoid communal ills associated with alterations to the uniform standard of construction, the Association deems that further explanation and requirements of Accessory Buildings being built within the community is now necessary and in the best interests of the owners and community.
- D. Pursuant to Article III, Section 26(a) of the Declaration, the undersigned officers hereby certify that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW THEREFORE, the Association hereby amends the Declaration:

Article III, Section 5(d) (23) shall be deleted and replaced in its entirety as follows

(23) Accessory Buildings. Accessory buildings, permanent storage sheds, detached garage structures, conservatories or greenhouses and the like, and workshops must be approved in writing by the Management Committee and the Architectural Review Committee. The term “accessory building” shall mean and refer to any structure which is not the preliminary structure, containing at least 25 square feet. Any and all detached accessory buildings must conform in design and materials with the primary residential Dwelling.

- No tin and aluminum sheds or sheds of any other metal material are allowed.
- Vinyl and wood sheds are permitted.
- Wood sheds must match the color of the primary residence.
- All shingles must be similar in aesthetic to the shingles on the primary residence.
- Owners are responsible for maintaining their Accessory Building(s) in a state of good repair and attractive condition.
- All Accessory Buildings must be approved by the Architectural Review Committee before construction begins.
- Any such structures constructed or installed without written authorization from the Management Committee or approval from the Architectural Review Committee shall be considered non-conforming and must be removed immediately upon request and the land restored to its original condition.
- Owner’s making unauthorized structural alterations to the exterior of their homes will be fined at least \$250.00 for each separate violation and shall be collected as an assessment. Paying fines does not validate violations.
- If at any time an Accessory Building falls into a state of disrepair or unsightliness, the Association by and through the Management Committee may require its repair, upkeep or removal.

Exhibit C of the Declaration – Architectural Review Committee – Section 3(g) shall be deleted and replaced in its entirety as follows:

3(g) Any detached Accessory Building must conform in design and materials with the primary residential dwelling. Wood buildings must match the color of the primary residence. All shingles on Accessory Buildings must match the aesthetic of the shingles on the primary residence. Any and all Accessory Building plans must be submitted, reviewed and approved in advance. The maximum height of an Accessory Building shall be 12 feet; however the ARC may grant an exception at its sole discretion.

IN WITNESS WHEREOF, BLOOMFIELD FARMS HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 12th day of OCTOBER, 2017, in accordance with the Declaration.

BLOOMFIELD FARMS HOMEOWNERS ASSOCIATION
a Utah nonprofit corporation,

Shane K Jensen
By: _____

Its: President

Pamela Martin
By: _____

Its: Secretary

STATE OF UTAH)
) :SS
COUNTY OF Salt Lake)

On the 12th day of October, 2017, personally appeared before me Shane K. Jensen and Pamela Martin, who being by me duly sworn did that say that they are the President and Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board; and acknowledged said instrument to be their voluntary act and deed.

Catherine Winslow
Notary Public

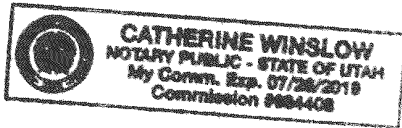


EXHIBIT A

Legal Description

All Lots and Common Area contained within BLOOMFIELD FARMS PH 1, BLOOMFIELD FARMS PH 2, BLOOMFIELD FARMS, PH 3, BLOOMFIELD FARMS PH 4, as recorded in the office of the Salt Lake County Recorder.

First parcel: 20354780010000