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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MERIDIAN TITLE COMPANY
64 E WINCHESTER ST SALT LAKE CITY, UT 841075600

When Recorded, Mail to:

Bermondsey Partners, LLC
9055 S 1300 E #104
Sandy, Utah 84094
Attention: Kevin L Ludlow

Tax Parcel Numbers: 22-04-405-100, 22-04-405-101, 22-04-405-104, 22-04-405-105,
22-04-405-106, 22-04-405-112, 22-04-405-114, 22-04-405-116, 22-04-405-119 and
22-04-405-120.

AMENDMENT TO DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BERMONDSEY PLACE SUBDIVISION

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
BERMONDSEY PLACE SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERMONDSEY PLACE SUBDIVISION (this "Amendment") is made and executed this 18 day of July, 2024, by Bermondsey Partners, a Utah limited liability company (hereinafter referred to as the "Declarant").

RECITALS:

- A. On April 29, 2022 Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Hadley Pines Subdivision (the "Declaration") with the Salt Lake County Recorder's office as Entry No. 13943072, at Book 11334, Page 1896.
- B. Declarant wishes to make certain amendments to the Declaration which Declarant deems to be in the best interest of the Project, which amendments are more fully described herein.
- C. Pursuant to Section 3.10 of the Declaration, until the happening of the Events, as described in paragraph 3.16(b) of the Declaration, Declarant, as the Class B Member, shall have the exclusive and irrevocable right to appoint all of the members of the Board of Directors.
- D. As of the Effective Date, none of the Events set forth in set forth in paragraph 3.16(b) of the Declaration have occurred and accordingly the Class B Control Period is in effect as of the Effective Date.
- E. Pursuant to Section 3.32(b) of the Declaration, Declarant has the unilateral right to amend the Declaration until the expiration of the Class B Control Period.
- F. This Declaration affects that certain real property located in Salt Lake County, Utah described with particularity in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land").

NOW, THEREFORE, for the reasons recited above, Declarant hereby adopts the following Amendments to the Declaration:

ARTICLE I.

AMENDMENTS

Declarant hereby adopts the following Amendments to the Declaration:

1.1. Section 3.1 of the Declaration is hereby established, amended and restated to read as follows:

3.1 Description of Improvements. The Improvements in the Project include, or shall include, eight (8) Units on the respective Lots, and the Common Area Parcel A, Common Area Parcel B and the Private Lane and related improvements, identified as Bermondsey Court on the Plat, the Project's outdoor grounds, surface improvements, swales and storm water facilities, a piped canal, landscaping and related irrigation systems and facilities, perimeter fences, curb and gutters, all utility installations and related infrastructure and improvements, equipment connected with utility services such as telephone, electricity, natural gas, internet facilities and systems, sewer, and, a common utility system for irrigation water, and a common electric system for the gated entrance allowing entrance and exit to and from the Project.

1.2. Section 3.6 of the Declaration is hereby amended and restated to read as follows:

3.6 Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association at least ten (10) days before the term of the lease commences. Furthermore, the Owner of a Unit that executes a lease shall, within ten (10) days after the commencement of the term of the lease, provide to the Association the vehicle license number of any vehicle used by Persons who have executed such a lease. No lease shall be for a term less than ninety (90) days. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Project Documents. Said lease shall further provide that any failure by the resident thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be a part of the lease and shall be binding on the Owner and resident by virtue of the inclusion of such provisions in this Declaration. No Owner may lease such Owner's Unit in any way other than as allowed by the City's ordinances and this Declaration at the time the lease is executed. Any Owner who shall lease such Owner's Unit shall be responsible for assuring compliance by the resident with the Project Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against such Owner's resident who is in violation of the Project Documents within ten (10) days after receipt of written demand to do so from the Board of Directors, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against such Owner's resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or the Owner's resident for any eviction under this Section 3.6 that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, in connection with any action taken or any litigation pursued by the Association with respect to an Owner or such Owner's resident pursuant to this Section 3.6 shall be repaid to the Association by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy an Individual Assessment against such Owner and such Owner's Unit for all such expenses

incurred by the Association. In the event such Individual Assessment is not paid within thirty (30) days of its due date, the Board of Directors may resort to all remedies of the Association for the collection thereof. Other than as specified in this Section 3.6, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

1.3. Section 3.19 (a) (i) of the Declaration is amended and restated to read as follows:

(i). Owner's Responsibility. Lots. Except to the extent that the Association is responsible therefore under Section 3.19(b), maintenance of the Lots and the Units shall be the responsibility of the Owner(s) thereof, who shall maintain such Lots and Units in good condition and repair. Each Owner at his or her sole expense shall maintain and repair all elements of their Units, including the exterior and interior elements of the Units, including floors and each and every structural element within and beneath the Unit, exterior windows, window frames, and exterior doors/door frames. Each Owner shall be responsible for the maintenance, repair, and replacement of the exterior surfaces of the Units, including roofs, gutters, downspouts, including the maintenance or replacement of decking materials and railings, foundations, footings, and exterior walls of the Unit. In addition to decorating and keeping the interior of their Unit in good repair and in a clean and sanitary condition, each Owner shall be responsible for the maintenance, repair or replacement of any fences, plumbing fixtures, water heaters, heating systems, fixtures and equipment, air conditioning systems, fixtures and equipment, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, or other appliances or fixtures that may be in, or connected with, their Lot. Any fixtures, pipe, conduit, lateral or other utility device or apparatus that services only one Lot shall be the responsibility of that Lot's Owner to maintain, repair, and replace. Each Lot Owner shall be responsible to maintain all interior walls and interior spaces and systems of their Unit and its appurtenant garage, all individual utility services such as telecommunications, cable, power, light, gas, hot and cold water, individual water and related metering, windows, doors, patios, balconies and decks, garage doors, and garage door systems. Each Owner shall be responsible for the maintenance, repair, and replacement of utility lines and laterals (such as power, natural gas, water, sewer, telecommunications, cable and any other future utility lines) that serve their Unit from the Property line of the Lot to the point of connection to the utility service. An Owner shall not alter any utility lines, pipes, wires, conduits, or systems which serve one or more other Units. If an item is not included in the foregoing description of Area of Owner's Responsibility and it is located within a Unit, then it shall be the responsibility of the Owner, unless otherwise determined in writing by the Board of Directors ("Area of Personal Responsibility"). Each Unit and Lot shall be maintained so as to not detract from the appearance of the Project and so as to not adversely affect the value or use of any other Unit or Lot. Each Owner of a Unit shall do no act and shall perform no work that will or may impair the structural soundness of their Unit or that may impair the structural soundness of an adjacent Unit. Each Owner is responsible for maintaining the irrigation system located on the Owner's Lot. Maintenance, replacement and care of all front yard landscaping on each of the Lots, (from the point of the side-yard fences to the front of the lot, if any) including mowing of sod shall be the responsibility of the Association. Rear yard mowing of sod shall also be the responsibility of the Association. Each owner shall be responsible to provide the Association with access to the rear yard so that the

Association can mow the rear yard sod. Except with respect to rear yard mowing, Owner shall be responsible for maintenance, care of, and replacement of all rear yard landscaping, including sod and other vegetation.

1.4. Section 3.19(b)(i) of the Declaration is amended as follows:

(b) Maintenance by Association. The Association shall comply with the Facilities Agreements and shall maintain the Common Areas unless otherwise stated in this Declaration. The Association shall maintain, repair and replace, as needed from time to time, the Common Areas, and certain Improvements constructed or installed thereon and in, on or about the Common Area, including all entrances to and exits from the Project, the private lane within the Project and related improvements, the private storm drainage system for the Project, including the storm drain inlets, storm water lines, underground storm water detention areas, the piped ditch located in the Common Area and nearby Highland Drive, detention basins and dry wells for storm water drainage, the drainage swales of the Common Area, the landscaped portions of the Common Areas identified on the Plat, curbs and gutters, pavement and central utility systems for power and light and for certain landscaped areas within Lots as provided in Section 3.19(a)(i) above. However, if Common Areas or the above listed items are damaged by the conduct of an Owner, their guests, tenants, contractors, or invitees, the Owner shall be responsible for the cost to repair such damage. The foregoing items are referred to as the **“Area of Common Responsibility.”**

1.5. Section 3.19(b)(ii) of the Declaration is amended as follows:

(ii) Landscaping Restrictions. Owners shall not modify the landscaping, green space, sod, plant and flower beds, sprinkling system, or drainage in, on or about the Common Areas or within the front yards of Lots, without the prior written consent of the Board of Directors, except that Owners shall have the right to plant flowers in approved and planned flower beds. Owners shall not modify any landscaping in the back yards that affects the drainage swales. Fences up to 6' are allowed on perimeter property and side yard Lot lines in the backyard if they are consistent with the perimeter vinyl fence. Any added perimeter fencing of a lot must be consistent along the entire perimeter of the Lot. Any other fence design shall be approved in writing by the Board of Directors.

1.6. Section 3.19(b)(iii) of the Declaration is amended as follows:

(iii) Snow and Ice Accumulations. The Association shall cause to be taken reasonable efforts to clear ice and snow accumulations from roads and streets within the Project and also from common walkways, including the sidewalk along Highland Drive, private driveways, and private walkways and steps to the Unit's main entrance. The Board of Directors shall have the right to designate certain areas within the Project that are to be reserved for snow storage during the period of time beginning on November 1 and continuing through the subsequent March 30. During such period of time, there shall be no overnight parking within such designated snow storage areas. Each Owner shall be responsible for clearing ice and snow accumulations from all other locations surrounding

such Owner's Unit, including but not limited to all walkways on the sides and to the rear of the Unit, decks, patios and landings.

1.7. The last sentence of Section 3.19(c)(iii) is amended and restated to read as follows:

(iii) Standard of Care/Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by Declarant. Specific guidelines and restrictions on landscaping may be established by the Board of Directors from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced within six (6) months. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed. Maintenance, replacement and care of all front yard landscaping on each of the Lots, (from the point of the side-yard fences to the front of the lot, if any) including mowing of sod shall be the responsibility of the Association. Rear yard mowing of sod shall also be the responsibility of the Association. Each owner shall be responsible to provide the Association with access to the rear yard so that the Association can mow the rear yard sod. Landscaping irrigation system maintenance and operation on each Lot shall be the responsibility of the Association. Notwithstanding the foregoing, if front yard landscaping is damaged as a result of the conduct of an Owner, their guests, tenants, contractors, pets, or invitees, then the Owner shall be responsible for repair of all such damage. Except with respect to rear yard mowing, the Owner shall be responsible for maintenance, care of, and replacement of all rear yard landscaping, including sod and other vegetation.

II EFFECTIVE DATE


This Amendment shall take effect upon its being filed for record in the Office of the Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

DECLARANT:

Bermondsey Partners, LLC
a Utah limited liability company

By: Sequoia Development, Inc., the Manager of
Bermondsey Partners, LLC

By: 
Name: KEVIN L. LUDLOW
Title: PRESIDENT

STATE OF UTAH

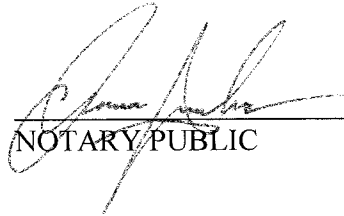
)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of July, 2024, by Kevin L. Ludlow, in such person's capacity as the President of Sequoia Development, Inc., the Manager of Bermondsey Partners, LLC, a Utah limited liability company.





NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF LAND

That certain real property located in Salt Lake County, Utah more particularly described as follows:

BERMONDSEY PLACE SUBDIVISION

FINAL PLAT LEGAL DESCRIPTION

Tax Parcel Numbers: Property ID No. 22-04-405-100, 22-04-405-101, 22-04-405-104, 22-04-405-105, 22-04-405-106, 22-04-405-112, 22-04-405-114, 22-04-405-116, 22-04-405-119 and 22-04-405-120.

A TRACT OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NO. 13692486 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE (AN 80 FOOT WIDE STREET); SAID POINT BEING SOUTH 16°02'10" EAST 425.11 FEET ALONG THE MONUMENT LINE AND NORTH 73°57'50" EAST 40.00 FEET FROM THE STREET MONUMENT AT THE INTERSECTION OF 4500 SOUTH AND HIGHLAND DRIVE; AND RUNNING THENCE NORTH 88°59'20" EAST 148.39 FEET (RECORD: SOUTH 89°25'20" EAST 201.16'±) TO THE WESTERLY LINE OF TANGLEWOOD CONDOMINIUM RECORDED OCTOBER 29, 1970, AS ENTRY NO. 2356148, IN BOOK II, AT PAGE 25, AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 06°42'50" WEST 2.67 FEET MORE OR LESS TO A VINYL FENCE LINE AS SHOWN ON THAT RECORD OF SURVEY PLAT FILED BY BENCHMARK CIVIL AS S2021-09-0541 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID VINYL FENCE LINE THE FOLLOWING SIX (6) COURSES: 1) NORTH 87°20'34" EAST 68.22 FEET; 2) SOUTH 00°16'30" WEST 89.29 FEET (RECORD: SOUTH 00°07'00" EAST 88.17'); 3) NORTH 88°30'00" EAST 27.92 FEET; 4) SOUTH 04°38'14" EAST 67.04 FEET (RECORD: SOUTH 09°22'30" EAST 62.72'±); 5) NORTH 89°04'10" EAST 29.54 FEET; 6) SOUTH 00°27'48" EAST 54.25 FEET TO THE NORTHERLY LINE OF CHASE OF HOLLADAY CONDOMINIUMS RECORDED NOVEMBER 26, 2003 AS ENTRY NO. 8909131 IN BOOK 2003P AT PAGE 371, AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°00'00" WEST 224.73 FEET (RECORD: SOUTH 88°47'07" WEST 205.24'±) ALONG SAID NORTHERLY LINE TO SAID EASTERLY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 162.12 FEET ALONG THE ARC OF A 3072.36 FOOT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°01'24", CHORD BEARS NORTH 14°31'28" WEST 162.10 FEET; 2) NORTH 16°02'10" WEST 49.66 FEET (RECORD: NORTH 16°02'10" EAST 45.14') TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 09°46'10" EAST, BETWEEN A RING & LID STREET MONUMENT AT HIGHLAND DRIVE AND 4550 SOUTH, AND A RING & LID STREET MONUMENT AT HIGHLAND DRIVE AND 4610 SOUTH.

DESCRIPTION CONTAINS 1.02 ACRES.