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ADDENDUM TWO TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDLEWOOD COURT TOWNHOMES P.U.D.

Ferran Construction, LLC Declarant

ADDENDUM TWO TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDLEWOOD COURT TOWNHOMES P.U.D.

This Addendum Two to the Declaration of Covenants, Conditions, and Restrictions for Bridlewood Court Townhomes P.U.D. ("Declaration") is made this 6th day of November, 2017, by Ferran Construction, LLC, a Utah limited liability company ("Declarant").

Section 3.1 of Article 3 is hereby retracted and restated as follows:

3.1 **Board of Trustees.** The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. The Board will be composed of three to five Trustees, who will be elected by the Members and whose terms and qualifications will be set in accordance with the Bylaws.

Section 8.1(a) of Article 8 is hereby retracted and restated as follows:

(a) Common Areas and Limited Common Areas. The Association will maintain the Common Areas and the Limited Common Areas in a clean and attractive condition and in a good and workmanlike manner so as to carry out the purposes for which the Common Areas are intended. Without limiting the generality of the forgoing, such maintenance shall include basic landscaping maintenance (grass mowing and trimming, and Common Area sprinklers) and maintenance of walkways, including snow removal, on the Lots. Each Owner will be responsible for the Limited Common Area sprinklers appurtenant to their own property.

Section 9.1(a)(ii) of Article 9 is hereby retracted and restated as follows:

(ii) Each Owner will maintain its Lot, and the exterior and structural portions of its Unit in a clean, sanitary, attractive, and marketable condition, and in good repair at all times. Such maintenance will include repair and replacement of the structural portions of the Unit, utility lines, roofs, gutters, leaders, downspouts, exterior building surfaces, glass surfaces, walks, and other exterior improvements. Each Owner shall ensure that all trees, shrubs, and flowers on Owner's Lot will be neatly trimmed and properly cultivated, and that all other non-basic landscaping not provided by the Association pursuant to Section 8.1 for the Lot is completed. Lots will be kept free of trash, weeds, and other unsightly material at all times. Each Owner will maintain the street facing window covering (e.g., blinds, draperies, etc.) of their home in a neutral color. Each Owner will maintain the exterior paint of their home to match the original paint.

Section 11.2 of Article 11 is hereby retracted and restated as follows:

11.2 **Composition of Architectural Review Committee**. Unless Declarant delegates to the Board the authority to appoint the Committee, Declarant will serve as the Committee for so long as Declarant owns any property in the Development. Thereafter, the Board will appoint the Committee, which will consist of at least three individuals. The Architectural Review Committee may also serve as the Board.

Section 12.2 of Article 12 is hereby retracted and restated as follows:

12.2 **Common Areas and Limited Common Areas**. Dumping of trash, rubbish, debris, dirt, yard rakings, construction materials, or other unsightly material onto the Common Areas is prohibited. There will be no obstruction of the Common Areas, nor will anything be kept or stored on the Common Areas, nor will anything be altered or constructed or planted in or removed from the Common Areas without the approval of the Board. No Owner will permit any vehicle which is either unregistered, inoperable, or in an extreme state of disrepair to be abandoned or to remain parked on the Common Areas or Driveways. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean sanitary and attractive condition at all time.

Section 12.3(e) of Article 12 is hereby retracted and restated as follows:

(e) Use of Temporary Structures as a Residence Prohibited. No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind will be used at any time for a residence, either temporary or permanent. Further, no trailer, mobile home, camper, or boat may be parked in the Common Areas or Limited Common Areas for more than three consecutive days.

Section 12.3(c) of Article 12 is hereby retracted and restated as follows:

(c) Leases. No Lot may be leased for a period of less than 6 months. Any lease agreement will be in writing and will provide that the terms of the lease are subject to the Governing Documents, and that any failure by the tenant to comply with the Governing Documents will be considered a default under the lease. Any Owner who leases its Lot will provide a copy of the lease to the Association within 30 days after execution of the lease. No Lot will be subjected to time interval ownership.

Section 12.8 of Article 12 is hereby retracted and restated as follows:

12.8 Landscaping; Irrigation. Initially, each Lot will be furnished with basic landscaping (turf, trees, shrubs, other limited landscaping) together with a basic sprinkler system. Thereafter, landscaping may include a combination of turf, native grasses, trees, shrubs and other landscaping items, subject to the species, size, amount, and placement requirements set forth in the Architectural Guidelines, and modified or upgraded sprinkler and irrigation systems, as approved by the Architectural Review Committee. An Owner may plant flowers, shrubs, and other similar vegetation in the front garden beds of their property. However, Owner cannot expand the size of the front garden beds.

Section 12.10(b) of Article 12 is hereby retracted and restated as follows:

(b) Unsightliness. No unsightliness will be permitted on any Lot. This will include, without limitation, the open storage of any building materials (except during the construction of any Building or addition); open storage or parking of farm or construction equipment, inoperable motor vehicles, boats, recreational vehicles, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or

tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers screened from view in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from outside the Lot. Garbage containers must be removed from the street before the end of the day that garbage is collected.

Section 12.10(f) of Article 12 is hereby retracted and restated as follows:

(f) **Seasonal Decorations**. Seasonal decorations visible from the road may only appear for five weeks prior to a holiday and five weeks after.

Section 12.12 of Article 12 is hereby retracted and restated as follows:

12.12 **Animals**. No wild or dangerous animals, horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, will be allowed on the Property. Dogs and cats or other household pets belonging to Owners or their Tenants or Guests within the Property must be kept within an enclosure. The enclosure must be maintained such that the animal cannot escape therefrom. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Invisible fencing may be used where appropriate. All dogs will be restrained on a leash when off the Owner's Lot. Animal owners are responsible for immediately picking up all animal droppings that are deposited on the Property outside of their own Lot. In no case may any household pet or other animal kept at or around a Lot be allowed to create a nuisance for neighboring Owners due to noise, odors or otherwise. No more than 2 dogs or 2 cats, or one of each, may be kept on a Lot at any time (except for offspring younger than 6 months).

President, Troy Ferran

Attest:

Secretary

STATE OF UTAH

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COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this <u>grader</u> day of <u>Novem 3 or </u>, 2017, by Troy Ferran, Manager of Ferran Construction, L.C.

Notary Public
GRADEN JACKSON
Commission #993227
My Commission Expires
March 4, 2021
State of Utah

Notary Public

EXHIBIT A

Addendum Two To The Declaration
Of
Covenants, Conditions, and Restrictions
For
Bridlewood Court Townhomes P.U.D.

Legal Description of the Property

[All of Lots 1 through 18 and all Common Areas and Limited Common Areas, Bridlewood Court Townhomes P.U.D., Salt Lake County, Utah, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder].

BOUNDARY DESCRIPTION

COMMENCING AT A POINT SOUTH 00°38'43" WEST ALONG THE SECTION LINE 280.39 FEET AND EAST 65.26 FEET FROM THE WEST CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF 1300 EAST STREET; THENCE EAST 202.74 FEET; THENCE SOUTH 00°38'43" WEST 487.61 FEET; THENCE WEST 215.00 FEET TO A POINT OF SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°38'43" EAST 360.53 FEET; THENCE NORTH 10°28'01" EAST 41.09 EAST; THENCE NORTH 04°06'25" EAST 86.89 FEET TO THE POINT OF BEGINNING.

CONTAINS: 103,853.53 SF OR 2.38 ACRES OR 18 TOWNHOMES