

WHEN RECORDED, RETURN TO:

RICHARDS, KIMBLE & WINN, PC
2040 Murray Holladay Rd., Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SERGEANT COURT**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERGEANT COURT is made on the date evidenced below by Bach Land and Development LLC as Declarant ("Declarant") pursuant to the Original Declaration (as defined below).

RECITALS

- A. Whereas, a Declaration of Covenants, Conditions and Restrictions for Sergeant Court was recorded in the office of the County Recorder of Utah County, Utah on November 16, 2007 as Entry No. 162355:2007 in the records of the County Recorder (as may be amended from time to time, the "Original Declaration").
- B. Whereas, the related plat map for Sergeant Court Phase 2 (fourth amended) (the "Original Project") has also been recorded in the office of the Utah County Recorder.
- C. Whereas, the Sergeant Court Homeowners Association, Inc., has been established to manage, maintain and operate the Original Project.
- D. Whereas, under Article III, Section 3.1 of the Original Declaration, Declarant reserved an option to expand the Original Project and annex in additional property at any time.
- E. Whereas, Declarant is the fee simple owner of record of certain real property (Herein referenced as "Phase 3") located in Utah County, Utah and adjacent to the Original Project.
- F. Whereas, Declarant desires to expand the Original Project by annexing the Phase 3 property into the Original Project sometime in the near future.
- G. Whereas, under Section 3.1 of the Original Declaration, Declarant reserved the right to record an amendment to the Original Declaration, without approval of any owners or the Sergeant Court Homeowners Association, Inc., to supplement the Original Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained in the Original Declaration which Declarant deems not appropriate for the annexed property.

H. Declarant desires to amend the Original Declaration to provide for the annexation of Phase 3, when such annexation occurs, whereby owners of Phase 3 lots shall be members of a separate homeowners association until the time of termination of such association, at which time, such lot owners shall automatically become members of the Sergeant Court Homeowners Association, Inc.

NOW THEREFORE, Declarant hereby declares as follows:

Article 1. At the time in the future when the Phase 3 property is submitted to the provisions of the Original Declaration and is, pursuant thereto, annexed into the Original Project (as "Project" is defined in the Original Declaration), Phase 3 will be held, transferred, sold, conveyed, and occupied as a part of said Project.

Article 2. The Original Declaration, as amended by this document, shall constitute the covenants, conditions and restrictions for Phase 3. By the Declaration of Annexation recorded at the time of annexation of Phase 3, the owners of lots within Phase 3 shall at all times from thence forward have the same rights and easements as the lot owners within the Original Project in, to, over, under and upon the common area, including private roads, of the Original Project, and the following amendments shall not be interpreted or construed so as to limit or alter those rights.

Article 3. Declaration Amendments. As applicable to Phase 3 only, the following sections of the Original Declaration are hereby amended as follows and the Original Declaration shall hereby be deemed amended in all respects necessary to establish and provide for the operation of a separate homeowners association (the Sergeant Court Phase 3 Homeowners Association, Inc.) as established below to govern, manage and operate Phase 3 until the Termination Date described below. **The following amended sections shall only apply to the Phase 3 property (as such property will be described in the Declaration of Annexation, when recorded)**, shall only apply upon the annexation of Phase 3 into the Original Project, and shall only apply until the Termination Date described in Section 4.1 below:

Subject to the foregoing provisions in this Article 3, the following sections of the Original Declaration are hereby amended to read as follows:

Section 1.4: "Association" shall mean the Sergeant Court Phase 3 Homeowners Association, Inc., established to govern, operate, manage and maintain Phase 3 until the Termination Date described below, which association shall be separate and distinct from the Sergeant Court Homeowners Association, Inc. (which has been established to govern, operate, manage and maintain the Sergeant Court Phase 2 subdivision). The Phase 3 lot owners shall be members of, and only of, the Sergeant Court Phase 3 Homeowners Association, Inc., until the Termination Date.

Section 1.10: "Declaration" shall mean the Declaration together with these amendments and any subsequent amendments. **"Original Declaration"** shall mean the Declaration of Covenants, Conditions and Restrictions for Sergeant Court recorded in the office of the County Recorder of Utah County, Utah on November 16, 2007 as Entry No. 162355:2007

in the records of the County Recorder, as the same may be amended from time to time, except as amended herein.

Section 1.11: “Development Period” shall mean the period defined in Section 4.1.

Section 1.13: “Improvement” shall mean any structure, building, landscaping, garage, fence, wall, non-living or living screen, or other structure related specifically to landscaping or other meaningful addition or alteration constructed or added to a Lot.

Section 1.17: “Plat” or “Plat Map” or “Record of Survey Map” (these terms may be used interchangeably herein) means the official subdivision plat map for Sergeant Court Phase 3 recorded in the office of the County Recorder, as the same may be amended or substituted from time to time.

Section 1.21: “Property,” “Project” or “Subdivision” means all of the real property and interests within the boundaries of the Sergeant Court Phase 3 project described in the Plat, including all Lots, Common Area, easements, and open space.

Section 1.22: “Town Home Building” shall mean and refer to one of the separate residential structures within the Property. Town Home Buildings may consist of two (2), three (3), or four (4) individual Town Home Units.

Section 4.1 Administrative Control of Association; Termination of Association.

Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until termination of the Association. The termination of the Association (the “Termination Date”) shall occur within ninety (90) days of the earlier of the following: (a) Seven years from the recording of this Declaration of Annexation, or (b) The Declarant having conveyed ninety percent (90%) of the Lots. Declarant may elect to establish the Termination Date at an earlier time by written notice to Owners and the Termination Date shall be within ninety (90) days of such notice.

On or around the Termination Date, the Association shall be terminated and dissolved except for as long as and to the extent necessary to wind up its affairs; the Declaration Amendments and Bylaw Amendments contained in Article 3 and Article 4 of this Amendment to Declaration shall expire and be automatically terminated with no further action required; the Original Declaration shall automatically be in full force and effect against all Lots and Owners in Phase 3; each Phase 3 Lot Owner shall immediately and automatically become a member of the Sergeant Court Homeowners Association, Inc., or its successor; and all assets and liabilities of the Association shall be transferred to and otherwise deemed assets and liabilities of the Sergeant Court Homeowners Association, Inc., or its successor.

Any mention or reference to a “Turnover Meeting” is hereby deleted or otherwise to be construed consistent with these amendments such that no turnover meeting shall occur, but the Association shall be terminated instead. The Declarant, or its successor or assign, shall be and is hereby authorized to perform any and all acts, and execute any and all documents,

necessary to effectuate the termination of the Association, the transfer of assets and liabilities to the Sergeant Court Homeowners Association, Inc., or its successor, and to otherwise carry out the provisions and intent of this document, including effectuating a merger with Sergeant Court Homeowners Association, Inc., rather than termination of the Association, if deemed appropriate.

Section 7.2: *Membership.* Each Owner during the entire period of Owner's ownership of one or more Town Home Units shall be a member of the Association (but not a member of the Sergeant Court Homeowners Association, Inc.) until the Termination Date. The membership shall commence, exist and continue simply by virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership. Upon the Termination Date, each Owner shall automatically become a member of the Sergeant Court Homeowners Association, Inc., which membership shall commence, exist and continue simply by virtue of ownership of a Lot and need not be confirmed or evidenced by any certificate or acceptance of membership or any other action.

Section 7.3: *Voting Rights.* Each Owner shall have one vote in matters of the Association for each Lot owned.

Section 10.8: *Fee Due on Transfer of Unit.* Each time legal title to a Lot passes from one person to another, within thirty (30) days after the effective date of such title transaction, the new Lot Owner shall pay to the Association, in addition to any other required amounts, a fee in the amount determined by the Board from time to time. The following are not subject to the fee: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes; (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) the transfer of a Lot owned by a financial institution, except to the extent required for the payment of the Association's costs directly related to the transfer of the property, not to exceed \$250.

Section 10.15: *Lien; Appointment of Trustee.* The Declarant hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and 57-8a-302 to the attorney of the Association, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of assessments under the terms of the Declaration. The Declarant, the Association and each Owner hereby appoints the attorney of the Association who has been retained by the Association at the time a foreclosure is initiated as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time

The following sections of the Original Declaration are hereby amended as follows:

Section 3.1 is hereby amended to delete the sentence that reads:

“Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members.”

And replace it with the following sentence:

“Upon such annexation, or after such annexation at a time designated by Declarant, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members.”

Section 7.1: Organization is hereby amended to delete subsections (a) and (b) in their entirety.

Subsection (1) of Section 12.2: Exempt Claims, is hereby amended to read as follows:

(1) any suit by the Association against any person to enforce the provisions of Article VI or any action whatsoever taken pursuant to, or authorized by, Article X or pursuant to, or authorized by, Utah Code Title 57, Chapter 8a, Part 300.

Article 4. Bylaw Amendments. The Bylaws of Sergeant Court Homeowners Association attached as Exhibit B to the Original Declaration shall be adopted as the Bylaws of the Sergeant Court Phase 3 Homeowners Association, Inc., upon its formation, except that the following amendments shall apply thereto:

Section 1.1: Name and Location. These are the Bylaws of the Sergeant Court Phase 3 Homeowners Association (the “Association”). Sergeant Court Phase 3 is a community of single family lot owners that has been subjected to the Declaration.

Section 1.3: Purposes. This Association is formed to serve as a means through which the Owners may take action with regard to the administration, management and operation of Phase 3, the properties and lots therein.

Section 2.4: Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and place within the state of Utah selected by the Board.

Section 2.10: Quorum of Owners.

(a) “Quorum” means the minimum number of Owners (when duly assembled at a meeting or casting a written ballot in an action without a meeting) necessary to make the proceedings valid.

(b) At any regular annual meeting of the Association, the Owners that are represented for any purpose at the annual meeting shall constitute a quorum, except for matters

requiring a higher quorum as provided in the Declaration or these Bylaws. For any other meeting of the Association or action taken without a meeting, and except as otherwise provided in the Declaration or these Bylaws, Owners holding one-third (1/3) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum.

(c) If any meeting of Owners cannot be organized because of a lack of quorum, the Owners who are present may adjourn the meeting to a time at least 48 hours from the time of the meeting at which a quorum was not present and Owners holding twenty percent (20%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum at such adjourned meeting.

(d) When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

Section 5.2: Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed by the Board.

Section 11.2: Adoption is hereby amended to add the following sentence: Notwithstanding anything else herein, the Declarant may amend these Bylaws at any time prior to the Termination Date without the approval or joinder of the Association or any Owner.

Section 1.6: Incorporation of Association is hereby deleted in its entirety.

Section 2.3: Turnover Meeting is hereby deleted in its entirety.

Section 5.5: Open Meetings, Executive Sessions is hereby deleted in its entirety.


Section 5.7: Notice to Owners of Meetings of Board is hereby deleted in its entirety.

Section 6.3: Specific Duties is hereby deleted in its entirety.

Sections 9.1 through 9.4 are hereby deleted in their entirety.

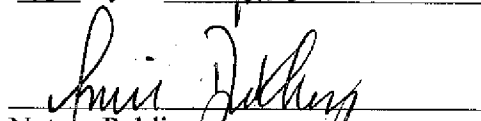
IN WITNESS WHEREOF, Declarant has executed this instrument the 10th day of March, 2015.

DECLARANT
BACH LAND AND DEVELOPMENT LLC


By: Shon Rindlisbacher
Its: Managing member

STATE OF UTAH)
)ss:
County of Salt Lake)

This document was acknowledged before me on this 10th day of March, 2015 by Shon Rindlisbacher.


Notary Public

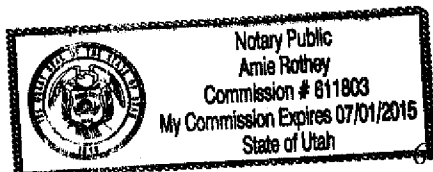


EXHIBIT A
Legal Description

Lots 1 through 55, FOURTH AMENDED PLAT OF SERGEANT COURT PHASE 2, according to the official plat thereof on record with the Utah County Recorder, Utah.

Serial Numbers 66:336:0001 through 66:336:0055