

WHEN RECORDED, PLEASE MAIL TO:  
The Village at Jordan Landing Homeowners Association, Inc.  
% FCS  
PO Box 5555  
Draper, UT 84020

11820133  
03/18/2014 02:54 PM \$23.00  
Book - 10217 Pg - 9262-9264  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
VILLAGE AT JORDAN LANDING HOA  
C/O FCS  
PO BOX 5555  
DRAPER UT 84020  
BY: DKP, DEPUTY - WI 3 P.

SECOND AMENDMENT  
TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VILLAGE AT JORDAN LANDING

This Second Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing (hereinafter the "Declaration") is made and executed by the Management Committee with the necessary approval of the members of The Village at Jordan Landing Homeowners Association, Inc., a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this Second Amendment to the Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

RECITALS

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing was recorded on February 2, 1999, beginning at book 8247, page 6080, as entry no. 7249575 at the office of the Salt Lake County Recorder.

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing was recorded on December 11, 2009, beginning at book 9787, page 7852-7900, as entry no. 10857632 at the office of the Salt Lake County Recorder.

**WHEREAS**, the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing is recorded contemporaneously with the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village at Jordan Landing.

**WHEREAS**, Section 20, of the Declaration provides that the Association may amend the Declaration with the affirmative vote of at least a majority (at least 52) of the Owners.

**NOW THEREFORE**, the Association is making the following additions and amendments, which have been approved by the members of the Association as required by Section 20 of the Declaration, so that the maintenance responsibility of all sidewalks shall be the responsibility of the Owner whose property directly intersects with that area of sidewalk.

#### AMENDMENT

Section 5 shall read as follows:

Areas of Common Maintenance Responsibility. Subject to sub-section 6(a), the Association shall exist for the purpose of managing, operating, maintaining repairing and replacing, as necessary the Common Area Parcels. Subject to Sub-section 6(a), the Associations' maintenance responsibilities include the care, maintenance, repair and, as necessary replacement THE VILLAGE AT JORDAN LANDING marquee. The association shall further enforce the provisions established in the Governing Documents.

Section 5(f). shall read as follows:

Maintenance of sidewalks. Each Owner shall manage, maintain, repair and replace, as necessary the sidewalk areas and other items constructed that directly intersect with the Owner's property. The Owner shall maintain in good repair and in accordance with the standards established by West Jordan City. The Association shall further enforce the provisions established in the Governing Documents.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION AND TAX ID NUMBERS**

(All of Lots 1 through 10, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-378-022 through 21-20-378-031**

(All of Lots 11 through 21, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-377-015 through 21-20-377-025**

(All of Lots 22 through 29, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-330-009 through 21-20-330-016**

(All of Lots 30 through 40, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-352-001 through 21-20-352-011**

(All of Lots 41 through 56, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-382-001 through 21-20-382-016**

(All of Lots 57 through 62, The Village at Jordan Landing PUD)

**Parcel #'s: 21-29-128-001 through 21-29-128-006**

(All of Lots 63 through 68, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-384-001 through 21-20-384-006**

(All of Lots 69 through 77, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-383-001 through 21-20-383-009**

(All of Lots 78 through 102, The Village at Jordan Landing PUD)

**Parcel #'s: 21-20-376-004 through 21-20-376-028**

CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected and qualified official of The Village at Jordan Landing Homeowners Association, Inc, a Utah non-profit corporation, and that the foregoing is a true record of the Amendment adopted on the 4 day of March, 2014.

Jennifer Barnett  
President, The Village at Jordan Landing

3/4/14  
Date

In Witness Whereof, I have executed my name as the elected official of the above named entity, this 4<sup>th</sup> day of March, 2014.

Shauna Frances Eldredge

Notary Public for Utah  
My commission expires:

1/5/15

