

When Recorded Return To:
Holmes Jordan Bluffs, LLC
126 West Segoe Lily Dr., Ste
250 Sandy, Utah 84070

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR JORDAN HEIGHTS CONDOMINIUMS**

This SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR JORDAN HEIGHTS CONDOMINIUMS (the "**Second Amendment**") is executed and adopted by Holmes Jordan Bluffs, LLC (the "**Declarant**").

RECITALS

A. The Declaration of Condominium for Jordan Bluffs Condominiums was recorded on March 18, 2021 as Entry No. 13602060 in the office of the Salt Lake County Recorder (hereinafter the "**Declaration**").

B. This First Amendment to the Declaration of Condominium for Jordan Bluffs Condominiums was recorded on March 19, 2021 as Entry No. 13603715 in the office of the Salt Lake County Recorder.

C. This Second Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Declarant desires to amend the Declaration as set forth in this Second Amendment to modify terms and restrictions related to leasing and mortgagee notice.

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

F. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control.

G. As of the date of the recording of this Second Amendment, the Period of Declarant Control remains in effect.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Second Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

(1) **Amendment No. 1.** Section 1.19 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

1.19 **"Period of Declarant Control"** shall mean the period of time during which the Declarant may appoint and remove Board Members as set forth in § 57-8-16.5 of the Act. In accordance with the Act, the Period of Declarant Control shall commence on the recording date of the first deed transferring title of a Unit from Declarant to a third party purchaser, and shall terminate on the occurrence of the earliest of the following events: (i) six (6) years from the date the first deed to a Unit is recorded, (ii) the date by which 75 percent of all of the Units have been conveyed, including any Units to be constructed on the Additional Land, or (iii) the Declarant executes and records a written waiver of its right to control the Association. The expiration of the Period of Declarant Control has no effect on the termination of all other Special Declarant Rights set forth in this Declaration.

(2) **Amendment No. 2.** Section 9.15 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

9.15 **Lease Terms.** All Units permitted to be Non-Owner Occupied pursuant to the terms of Section 9.14 above must be leased or occupied for a minimum term of six (6) months. The leasing or Non-Owner Occupancy of Units for daily, weekly or similar transient terms is strictly prohibited. No Owner may lease individual rooms to separate persons or less than their entire Unit. No portion of the Unit may be rented out for storage.

(3) **Amendment No. 3.** Section 13.1 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

13.1 **Lender Notice.** Lenders shall have the right to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Lenders. Unless a Lender provides contact information for notice delivery, the Association may meet its notice obligations by delivering the required notice by certified or registered mail to the Lender's address listed in the recorded trust deed or other recorded document evidencing the security interest.

(4) **Amendment No. 4.** Section 15.1 of the Declaration shall be deleted in its entirety and shall be replaced by the following:

15.1 **Amendment by Declarant.** During the Period of Declarant Control, the Declaration and the Plat may be amended solely by the Declarant without any additional approval required. In addition, no other amendment shall be valid or enforceable without

EXHIBIT A
Legal Description

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1A CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13602058. Including Units 101 through 304
Parcel Numbers: 21354270010000 through 21354270110000

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1B CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13602059. Including Units 101 through 304
Parcel Numbers: 21354280010000 through 21354280110000

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1C CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13692122. Including Units 101 through 304
Parcel Numbers: 21354290010000 through 21354290110000

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1D CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13692123. Including Units 101 through 304
Parcel Numbers: 21354300010000 through 21354300110000

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1E CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13780989. Including Units 101 through 304
Parcel Numbers: 21354310010000 through 21354310110000

All of **JORDAN HEIGHTS AT VIEW 78 PHASE 1F CONDOMINIUM PLAT**,
according to the official plat on file in the office of the Salt Lake County Recorder as Entry
Number 13780990. Including Units 101 through 304
Parcel Numbers: 21354320010000 through 21354320110000