

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VILLAGES AT 27TH TOWNHOMES  
A PLANNED UNIT DEVELOPMENT IN  
SALT LAKE COUNTY**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT 27<sup>th</sup> TOWNHOMES ("Second Amendment") is effective when recorded with the Salt Lake County Recorder's Office by The Villages at 27<sup>th</sup> Homeowners Association, Inc. ("Association").

**RECITALS**

- A. The Villages at 27<sup>th</sup> townhomes is a townhome development located in Salt Lake City, Utah, as described on Exhibit A ("Property").
- B. The Property was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Covenants, Conditions and Restrictions for The Villages at 27<sup>th</sup> Townhomes (A Planned Unit Development in Salt Lake County)" as recorded on April 2, 2019 as Entry Number 12960023 with the Salt Lake County Recorder ("Declaration").
- C. The First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages at 27<sup>th</sup> Townhomes was recorded on June 28, 2021 as Entry Number 13702063 with the Salt Lake County Recorder.
- D. This Second Amendment shall be binding on parties having or acquiring any right, title, or interest to the Property or any part thereof.
- E. Pursuant to Section 15.2 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by at least sixty-seven percent (67%) of the voting interests of the Association.
- F. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- G. In case of any conflict between the terms of this Second Amendment and the terms of the Declaration, the provisions of this Second Amendment shall control.
- H. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

**SECOND AMENDMENT**

NOW, THEREFORE, the Declaration is amended as follows:

Article IX, Section 9.10 of the Declaration is hereby amended and replaced in its entirety with the following language:

9.10. Parking. At no time shall any vehicle be parked at an entrance to or in front of a garage or walkway or at any other location within the Project, which would impair vehicular or pedestrian access, or snow removal. The Association may charge a fee for the use of any Common Area parking stalls, which are intended to be used as vehicle parking spaces only and are restricted to such use. The Board may adopt additional Rules relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the location where vehicles are permitted to be parked within the Project; the admission and temporary parking of vehicles within the Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

Article IX, Section 9.3 of the Declaration is hereby amended and replaced in its entirety with the following language:

9.3. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Living Unit, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Living Units, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed and are to be enforced by the appropriate governmental body. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

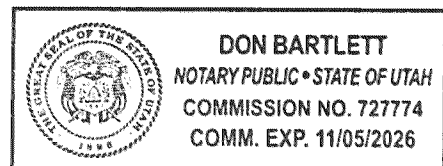
SIGNED:  
The Villages at 27<sup>th</sup>  
Homeowners Association, Inc.

Anne Syne

STATE OF UTAH )  
COUNTY OF salt lake ) ss.

On this 1 day of october, 2024, Anne syne did appear before me and did swear that they are the authorized agent of the above Utah corporation, and that 67% of the voting interests of the corporation did approve the foregoing amendment.

Don Bartlett  
NOTARY PUBLIC



## EXHIBIT A Legal Descriptions Parcel Numbers

A tract of land situate in the Northeast Quarter of the Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said tract having been disclosed as Parcel 2 by that certain survey dated October 2, 2006, prepared by Stanley Consultants, Inc., certified by Craig R. Yates, Utah Land Surveyor, License No. 5398429. The boundaries of said tract of land are described as follows:

Beginning at a Stanley Consultants, Inc., stamped rebar and cap marking the intersection of an existing East-West chain link fence which defines the Southerly boundary of said tract of land, with an existing North-South fence which defines the Easterly line of Roxborough P.U.D. III Subdivision, said rebar and cap being 644.62 feet South 89°51'30" West along the Section line (basis of bearing); 53.00 feet North 00°01'42" West; 1266.98 feet North 00°01'42" West; 12.79 feet South 89°51'30" West; 213.12 feet North 00°01'42" West from the South quarter corner of said Section 4, to the true point of beginning; and running thence North 00°01'42" West 1114.44 feet along the said Easterly line of the Roxborough P.U.D. III Subdivision and the Easterly line of Roxborough P.U.D. Phase I Subdivision to a boundary line agreement, recorded as Entry No. 12893986, in Book 10734, at Page 1724-1731 in the Office of the Salt Lake County Recorder; thence South 89°46'32" East 62.63 feet along said boundary line agreement to a boundary line agreement, recorded as Entry No. 12893987, in Book 10734, at Page 1732-1739 in the Office of the Salt Lake County Recorder; thence South 88°57'28" East 80.02 feet along said boundary line agreement to a boundary line agreement, recorded as Entry No. 12893988, in Book 10734, at Page 1740-1747 in the Office of the Salt Lake County Recorder; thence South 89°31'13" East 77.00 feet along said boundary line agreement to a boundary line agreement, recorded as Entry No. 12893989, in Book 10734, at Page 1748-1756 in the Office of the Salt Lake County Recorder; thence South 89°45'27" East 78.00 feet along said boundary line agreement to a boundary line agreement, recorded as Entry No. 12893990, in Book 10734, at Page 1757-1764 in the Office of the Salt Lake County Recorder; thence North 89°18'38" East 75.00 feet to a boundary line agreement, recorded as Entry No. 12893991, in Book 10734, at Page 1765-1772 in the Office of the Salt Lake County Recorder; thence South 89°46'02" East 157.00 feet along said boundary line agreement and continuing along a boundary line agreement, recorded as Entry No. 12893992, in Book 10734, at Page 1773-1780 in the Office of the Salt Lake County Recorder; thence North 00°08'25" West 6.39 feet along said boundary line agreement to the Southerly line of Briargate No. 2 Subdivision; thence North 89°50'46" East 79.70 feet along said Southerly line to the Westerly Right-of-Way line of a Salt Lake County road known as Constitution Boulevard (2700 West Street), said road dedicated by a plat recorded as Entry No. 2582487, in Book 73-11 on Page 104 on file in the Office of the Salt Lake County Recorder; thence South 00°00'48" West 1116.57 feet along said Westerly Right-of-Way line to the said existing East-West chain link fence; thence South 89°48'19" West 608.52 feet along said chain link fence to the point of beginning.  
Contains 677,371 Square Feet or 15.550 Acres and 147 Lots

### Parcel Numbers

21043290300000	21043290380000	21043290510000	21043290640000	21043290770000
21043290300000	21043290390000	21043290520000	21043290650000	21043290780000
21043290300000	21043290400000	21043290530000	21043290660000	21043290790000
21043290300000	21043290410000	21043290540000	21043290670000	21043290800000
21043290300000	21043290420000	21043290550000	21043290680000	21043290810000
21043290300000	21043290430000	21043290560000	21043290690000	21043290820000
21043290310000	21043290440000	21043290570000	21043290700000	21043290830000
21043290320000	21043290450000	21043290580000	21043290710000	21043290840000
21043290330000	21043290460000	21043290590000	21043290720000	21043290850000
21043290340000	21043290470000	21043290600000	21043290730000	21043290860000
21043290350000	21043290480000	21043290610000	21043290740000	21043290870000
21043290360000	21043290490000	21043290620000	21043290750000	21043290880000
21043290370000	21043290500000	21043290630000	21043290760000	21043290890000

2104329090000	21043291080000	21043291260000	21043291440000	21043291620000
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21043290930000	21043291110000	21043291290000	21043291470000	21043291650000
21043290940000	21043291120000	21043291300000	21043291480000	21043291660000
21043290950000	21043291130000	21043291310000	21043291490000	21043291670000
21043290960000	21043291140000	21043291320000	21043291500000	21043291680000
21043290970000	21043291150000	21043291330000	21043291510000	21043291690000
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21043290990000	21043291170000	21043291350000	21043291530000	21043291710000
21043291000000	21043291180000	21043291360000	21043291540000	21043291720000
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21043291030000	21043291210000	21043291390000	21043291570000	21043291750000
21043291040000	21043291220000	21043291400000	21043291580000	21043291760000
21043291050000	21043291230000	21043291410000	21043291590000	21043291770000
21043291060000	21043291240000	21043291420000	21043291600000	
21043291070000	21043291250000	21043291430000	21043291610000	

(153 Parcels)