

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
COUNTRY PARK VILLAS**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR COUNTRY PARK VILLAS is made and executed on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office.

**RECITALS**

- A. Certain real property in West Jordan City, Salt Lake County, State of Utah known as Country Park Villas was subjected to certain covenants, conditions, easements, and restrictions as contained in the Declaration of Covenants, Conditions, Easements and Restrictions for Country Park Villas, recorded with the Salt Lake County Recorder on March 30, 2005 as Entry No. 9336286 ("Original Declaration");
- B. The Original Declaration was amended, replaced, and superseded by the Declaration of Covenants, Conditions, Easements and Restrictions for Country Park Villas, recorded with the Salt Lake County Recorder on February 25, 2008 as Entry No. 10355626 ("Declaration");
- C. The Declaration was first amended by the Country Park Villas Homeowners Association Amendment One to Declaration of Covenants, Conditions and Restrictions, recorded with the Salt Lake County Recorder on September 21, 2009 as Entry No. 10800737.
- D. Section 11.2 of the Declaration provides that it may be amended if so approved by at least "sixty two-thirds (2/3rds) of the total votes of the Association". The Association has interpreted the foregoing as requiring at least 2/3rds of the entire voting interests.
- E. This Second Amendment was approved by the consent of more than 2/3rds of the total votes of the Association. The Declarant is not the Owner of any Lot in the Community.
- F. This Second Amendment shall be binding against the Property, including all Lots and Residences. See "Exhibit A".

**AMENDMENTS**

**Amendment One**

Section 3.2 of the Declaration is hereby revised and amended to read as follows:

### 3.2 Age Restrictions.

3.2.1 Each Residence, if occupied, shall at all times, except as otherwise provided herein, be occupied by at least one (1) person fifty-five (55) years of age or older ("Qualified Occupant"). For the purposes of this Section 3.2, a Residence is "occupied" when an Owner or Occupant has possession of the Residence and has the right to actually use or control such Residence. Notwithstanding the foregoing, the non-age qualified surviving spouse of a Qualified Occupant shall be permitted to remain in the Residence following the death of the Qualified Occupant spouse provided that at least eighty percent (80%) of the other occupied Residences are occupied by at least one (1) Qualified Occupant. This Qualified Occupant exception expires when the non-age qualified surviving spouse remarries. In compliance with HOPA, the Association shall (i) publish and adhere to HOPA policies and procedures that demonstrate the intent to operate this Community as a community for persons who are 55 years of age or older as such intent is set forth in this Section 3.2; and (ii) shall establish policies for age verification of each Owner or Occupant by reliable surveys and affidavits, which surveys and affidavits shall be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card, or military identification. Any Owner who sells or leases a Residence within the Community shall disclose in the advertisements and purchase or lease documents that the Community is a 55 year age restricted community under HOPA. An Owner's or the Owner's realtor's failure to disclose that this Community is intended to be operated for persons age 55 and older shall not prevent the Association from enforcing the age restriction policies against any Owner, Occupant, and/or renter for non-compliance.

3.2.2 No person under the age of eighteen (18) shall reside in any Residence, unless the person is a guest of a Qualified Occupant. Such persons may visit and stay in a Residence as the guest of a Qualified Resident for not more than sixty (60) days in any year.

#### **Amendment Two**

Section 3.3 of the Declaration is hereby revised and amended to include the following provision to be numbered as 3.3.13, which reads as follows:

3.3.13 Solar Energy Equipment. Solar energy collector panels and attendant hardware shall be prohibited from being constructed or installed on any Lot or Residence in the Community. Other similar equipment may also be prohibited as determined by the Board as further provided in Section 3.3.12.

**Amendment Three**

Section 11.2 of the Declaration is hereby revised and amended to read as follows:

11.2 Amendments. Except as otherwise provided herein, this Declaration and/or the Plat may be amended only upon the affirmative vote of at least sixty-seven percent (67%) of the total votes of the Association. Amendments to the Declaration shall be proposed by either a majority of the Board or by at least fifty percent (50%) of the Owners. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon, or accompanied by a written ballot to be used in lieu of a meeting. Any amendment(s) shall be effective upon recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Board and/or President of the Association shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature shall be required.

**CERTIFICATION OF AMENDMENT**

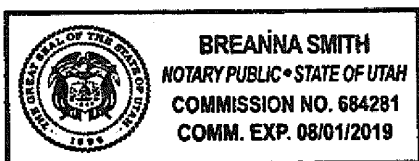
I certify, on behalf of the Board of Directors for the Country Park Villas Owners Association, Inc., that the foregoing amendments to the Declaration were duly approved by at least 2/3rds of the total votes of the Association pursuant to the requirements of the Declaration.

EXECUTED this 14 day of September, 2017.

B. Kent Harris  
President

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On the 14 day of September 2017, personally appeared before me Barny Kent Harris, who by me being duly sworn, did say that he/she is the President of Country Park Villas Owners Association, Inc. and that the foregoing is true and correct to the best of his/her knowledge.



Breanna Smith  
Notary Public

**EXHIBIT A**  
**Legal Description & Lot Parcel Numbers**  
(70 Lots and Common Area)

Legal Description:

Lots 1 through 70, Country Park Villas Subdivision

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12 OF WESTWOOD RANCHETTS SUBDIVISION, SAID POINT LIES SOUTH 89°59'28" WEST ALONG THE SECTION LINE, A DISTANCE OF 1014.75 FEET AND NORTH 0°02'12" WEST, A DISTANCE OF 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EXISTING NORTH RIGHT OF WAY LINE OF 7000 SOUTH STREET; THENCE SOUTH 89°59'28" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 10.93 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN QUITCLAIM DEED TO THE CITY OF WEST JORDAN RECORDED AS ENTRY NUMBER 8349440 IN BOOK 8646 PAGE 7913 OF OFFICIAL RECORDS OF SALT LAKE COUNTY, STATE OF UTAH; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID QUITCLAIM DEED, THE FOLLOWING COURSES: NORTH 0°00'32" WEST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 124.35 FEET; THENCE NORTH 45°00'32" WEST, A DISTANCE OF 10.82 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL B OF PLJV SUBDIVISION; THENCE NORTH 0°04'43" EAST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL B, A DISTANCE OF 11.35 FEET TO THE NORTH LINE OF DEDICATED 7000 SOUTH STREET AS SHOWN ON SAID SUBDIVISION; THENCE SOUTH 89°59'28" WEST ALONG SAID NORTH LINE OF DEDICATED 7000 SOUTH STREET, A DISTANCE OF 962.37 FEET TO A POINT IN THE CENTERLINE OF THE UTAH SALT LAKE CANAL; THENCE ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING FIVE COURSES; (1) NORTH 11°51'28" EAST 112.59 FEET; (2) NORTH 11°48'11" EAST 122.48 FEET; (3) NORTH 5°37'08" EAST 106.89 FEET; (4) NORTH 0°47'24" EAST 109.94 FEET; (5) NORTH 1°54'26" EAST 49.28 FEET MORE OR LESS TO THE SOUTH BOUNDARY LINE EXTENDED OF THE GAI-LAND ESTATES NO. 4 SUBDIVISION; THENCE LEAVING SAID CENTERLINE AND FOLLOWING THE EXTENDED SOUTH BOUNDARY LINE AND SOUTH BOUNDARY LINE OF SAID GAI-LAND ESTATES NO. 4 SUBDIVISION THE FOLLOWING TWO COURSES; (1) NORTH 89°59'28" EAST 1043.14 FEET; (2) SOUTH 0°02'12" EAST 14.03 FEET TO THE NORTHWEST CORNER OF PARCEL A OF WESTWOOD RANCHETTS LOT 12 AMENDED SUBDIVISION; THENCE ALONG THE BOUNDARIES OF SAID PARCEL A THE FOLLOWING FIVE COURSES; (1) NORTH 89°59'28" EAST 107.60 FEET; (2) SOUTH 0°02'12" EAST 175.92 FEET; (3) SOUTH 89°59'28" WEST 36.32 FEET; (4) SOUTH 0°02'12" EAST 61.96 FEET; (5) SOUTH 89°59'28" WEST 71.28 FEET TO THE NORTHWEST CORNER OF LOT 12 OF WESTWOOD RANCHETTS LOT 12 AMENDED THENCE SOUTH 0°02'12" EAST ALONG THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 263.72 FEET TO THE POINT OF BEGINNING.

Lot Parcel Numbers

21213540290000 (Common Area)	21213540040000
21213550010000	21213540020000
21213770510000	21213540010000
21213770530000	21213770470000
21213770540000	21213540030000
21213770440000	21213540110000
21213770430000	21213540120000
21213770450000	21213540100000
21213770460000	21213540090000
21213770420000	21213540150000
21213770400000	21213540160000
21213770390000	21213540140000
21213550030000	21213540130000
21213770410000	21213540170000
21213770380000	21213770490000
21213770360000	21213540190000
21213770350000	21213540200000
21213770370000	21213540180000
21213770340000	21213540210000
21213770320000	21213540230000
21213770310000	21213540240000
21213770330000	21213540220000
21213520210000	21213540250000
21213550040000	21213540270000
21213520190000	21213540280000
21213520180000	21213770500000
21213520200000	21213540260000
21213520170000	21213770480000
21213520160000	21213770520000
21213520130000	
21213520120000	
21213520140000	
21213520150000	
21213520090000	
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21213520110000	
21213540080000	
21213540060000	
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21213540070000	