

**FIRST AMENDMENT TO THE  
SECOND AMENDED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR**

**JACKSON PARK VILLAGE  
A PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO THE SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR JACKSON PARK VILLAGE, A PLANNED UNIT DEVELOPMENT ("Declaration") is promulgated by the Jackson Park Village Homeowners Association, Inc. ("Association") and becomes effective when recorded with the Salt Lake County Recorder's Office.

**RECITALS**

A. The Jackson Park Village Planned Unit Development located in Salt Lake City, Utah and as described on Exhibit A ("Property"), is a common interest community made subject to certain covenants, conditions, and restrictions as originally provided in the Declaration of Covenants, Conditions and Restrictions recorded on August 29, 1984 as Entry Number 3986856 with the Salt Lake County Recorder ("Original Declaration").

B. The Original Declaration was amended and replaced by the Amended Declaration of Covenants, Conditions and Restrictions recorded on September 1, 1987 as Entry Number 4516720 with the Salt Lake County Recorder ("Second Declaration").

C. The Second Declaration was amended and replaced by the Second Amended Declaration of Covenants, Conditions, and Restrictions for Jackson Park Village, a Planned Unit Development, recorded on March 28, 2016 as Entry Number 12247562 with the Salt Lake County Recorder ("Declaration").

D. The Association and the Lot Owners desire to return responsibility on certain exterior building components to the Owners as opposed to the Association as outlined below.

E. As per Article XIV, Section 14.2, the Declaration can be amended with the approval of at least 67% of the Association's voting interests.

F. At least 67% of the Association's voting interests have approved this Amendment, which shall be binding upon the entire Property, including all Lots and Living Units. See Exhibit A.

G. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

**AMENDMENTS**

**Amendment One**

Article VII, Section 7.1 is hereby amended to read as follows:

7.1. **Maintenance of Common Areas.** The Association shall maintain, repair, and replace all Common Areas, including, but not limited to, grass, trees, shrubs, walks, private streets, street lighting, unless the maintenance thereof is assumed by a public body. The Common Areas shall be maintained in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended. The Association shall have no obligation to perform any exterior maintenance and/or

repair of any part of a Living Unit, or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

Amendment Two

Article VII, Section 7.4 is hereby amended to read as follows:

7.4. **Living Unit Maintenance.** Each Owner shall have the obligation to maintain, repair, and replace the Living Unit, including both interior elements and exterior elements as further defined in Section 2.4 above. Each Owner shall paint, repair, replace, and otherwise maintain the exterior and interior of his Living Unit and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating, and air conditioning systems. The Living Unit shall be kept in a clean, safe, aesthetically pleasing, and workmanlike manner as determined by the AR Committee or Board.

Amendment Three

Article X, Section 10.2 is hereby amended to read as follows:

10.2. **Architectural Controls.** No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the AR Committee. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, lighting, repairs, excavation, patio covers, screens, doors, evaporative coolers, window air conditioners, fireplaces, skylights, storage buildings, solar collectors, decks, balconies, shade screens, awnings, window coating or tinting, furniture, decorative alterations, roof replacement, or other work that in any way alters the exterior appearance of the Property. The AR Committee may designate the design, color, style, model, and manufacturer of any exterior improvement or alteration. Such designations shall be for the purpose of achieving uniformity of appearance and the preservation and enhancement of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of AR Committee. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, windows, skylights, venting, and the like.

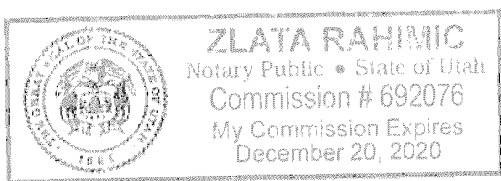
**JACKSON PARK VILLAGE HOMEOWNERS ASSOCIATION, INC.**

By: *Jessica Parobis*  
Its: President

State of Utah )  
 )ss  
County of Salt Lake )

On 21 this Aug day of Aug, 2019, personally appeared before me Jessica Parobis, who being by me duly sworn, did say that he/she is the President of the Jackson Park Village Homeowners Association, Inc.; that said instrument was signed by him/her, with authority from the Board of Directors, on behalf of said Association after having received approval from at least 67% of all Lot Owners; and that the foregoing information is true and accurate to the best of his/her knowledge.

*Zlata Rahimic*  
Notary Public



**EXHIBIT A**  
**Legal Description**

**Project Legal Description:**

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 500 NORTH STREET WITH STATE PLANE RECTANGULAR COORDINATES OF X = 1,886,284.01 , AND Y = 891,557.62 BASED ON THE LAMBERT CONFORMAL PROJECTION UTAH CENTRAL ZONE, SAID POINT BEING SOUTH 0°08'22" WEST 53.70 FEET FROM THE SOUTHEAST CORNER OF BLOCK 1, WILKES SUBDIVISION, A SUBDIVISION OF BLOCK 86, PLAT "C", SALT LAKE CITY SURVEY; THENCE NORTH 89°45'39" WEST ALONG SAID RIGHT-OF-WAY LINE 230.02 FEET TO A POINT OF CURVATURE OF A 337.41 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 10.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°43'37" TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 37 OF BLOCK 1, OF SAID WILKES SUBDIVISION, THENCE NORTH 0°08 '22" EAST ALONG THE WEST LINE OF SAID LOT 37, 188.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 37; THENCE SOUTH 89°50 '24" EAST ALONG THE NORTH LINE OF LOTS 37 THROUGH 40 OF BLOCK 1 OF SAID WILKES SUBDIVISION; 97.58 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 OF BLOCK 1 OF SAID WILKES SUBDIVISION; THENCE NORTH 0°08'22" EAST ALONG THE WEST LINE OF LOTS 1 THROUGH 8 OF BLOCK 1 OF SAID WILKES SUBDIVISION 235.19 FEET TO A POINT ON THE WEST NON-ACCESS LINE OF THE STATE ROAD COMMISSION OF UTAH; THENCE SOUTH 57°34'13" EAST ALONG SAID NON-ACCESS LINE 210.14 FEET, THENCE SOUTH 6°14'53" EAST ALONG SAID NONACCESS LINE 325.63 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 500 NORTH STREET, SAID POINT BEING ON THE ARC OF A 35.03 FOOT RADIUS CURVE: TO THE LEFT; THENCE NORTHWESTERLY 29.47 FEET ALONG THE ARC OF SAID CURVE THROUGH 'A CENTRAL ANGLE OF 48°12'02" TO A POINT OF TANGENCY ON THE NORTH RIGHT-OF-WAY LINE OF 500 NORTH STREET; THENCE NORTH 89°45'39" WEST ALONG SAID RIGHT-OF-WAY LINE 45.16 FEET TO THE POINT OF BEGINNING.

**Lot Legal Description and Parcel Number**  
**(21 Lots & Common Area Parcel, 22 Parcels Total)**

Lot Number	Parcel Number
1	8352290460000
2	8352290470000
3	8352290480000
4	8352290490000
5	8352290500000
6	8352290510000
7	8352290450000
8	8352290440000
9	8352290430000
10	8352290420000
11	8352290410000
12	8352290400000
13	8352290390000
14	8352290360000
15	8352290370000
16	8352290380000
17	8352290350000
18	8352290340000
19	8352290330000
20	8352290320000
21	8352290310000
Common Area	8352290520000