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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 5 P.

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
THE VILLAGE AT JORDAN  
LANDING**

**A Planned Unit Development  
in  
West Jordan, Salt Lake County, Utah**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE AT JORDAN LANDING ("2019 Declaration") is adopted by the Village at Jordan Landing Homeowners Association, Inc., ("Association") and is effective as of the date it is recorded in the office of the Salt Lake County Recorder.

## RECITALS

- A. The *Declaration of Covenants, Conditions and Restrictions for the Village at Jordan Landing* was recorded in the Salt Lake County Recorder's Office on February 2, 1999 as Entry No. 7249575.
- B. The *Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Village at Jordan Landing* was recorded in the Salt Lake County Recorder's Office on December 11, 2009 as Entry No. 10857632 (the "Enabling Declaration").
- C. The *First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Village at Jordan Landing* was recorded in the Salt Lake County Recorder's Office on March 18, 2014 as Entry No. 11820131.
- D. The *Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Village at Jordan Landing* was recorded in the Salt Lake County Recorder's Office on March 18, 2014 as Entry No. 11820133 (the "Second Amendment").
- E. This 2019 Declaration affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this 2019 Declaration by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- F. This 2019 Declaration shall be the sole declaration for the Project and shall completely replace and supersede in all respects all declarations and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this 2019 Declaration or not), prior to the date of the recording of this 2019 Declaration.
- G. The Project has no Common Areas, such Common Areas having been conveyed to the City of West Jordan in 2014. The roads in the Project are public roads.
- H. The Association has the current responsibility under the Second Amendment to maintain, repair, and replace THE VILLAGE AT JORDAN LANDING marquee.
- I. Because there are no longer Common Areas in the Project, the Owners desire to subject the Project subject only to the covenants, conditions, and restrictions contained in this 2019 Declaration.
- J. Pursuant to Section 20 of the Enabling Declaration, a majority (at least 52) of the Owners of the Lots in the Project have approved this 2019 Declaration. The signature hereinafter of the president of the Association certifies and attests that such vote was obtained.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Association hereby adopts this 2019 Declaration.

## ARTICLE I. DEFINITIONS

- 1.1. **Association** shall mean the Village at Jordan Landing Homeowners Association, Inc.
- 1.2. **Lot** or **Lots** shall mean the subdivided and recorded lot or lots within the Project.
- 1.3. **Owner or Owners** shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
- 1.4. **Project** shall mean the Village at Jordan Landing, which property is described in Exhibit A, attached hereto.

## ARTICLE II. RESPONSIBILITIES OF OWNERS

- 2.1. **Sidewalks and Park Strips.** Each Owner shall manage, maintain, repair, and replace, as necessary, the sidewalk areas, park strip areas, and other items constructed in the Project that directly intersect with the Owner's Lot. The Owner shall maintain in good repair and in accordance with the standards established by West Jordan City.
- 2.2. **Easement and Right of Way to the City of West Jordan.** The Owners grant a perpetual easement and right-of-way to the City of West Jordan for the park strips and sidewalks that border the roads in the Project, including but not limited to, public pedestrian travel, storage of snow removed from the roads, use by the City for access to City facilities, and use by public utilities; provided however, that nothing in this grant of easement and right-of-way shall be construed to eliminate each Owner's responsibilities under Section 2.1 herein.

## ARTICLE III. ASSOCIATION

- 3.1. **Dissolution of Association.** The Association shall no longer exist or have any authority over the Project, the Lots, or the Owners. As soon as practicable after the recording of this 2019 Declaration, the president of the Association, or other proper person, shall file the necessary paperwork with the State of Utah to dissolve the Association.
- 3.2. **Marquee.** THE VILLAGE AT JORDAN LANDING marquee shall be removed from the Project as there will be no Association to maintain, repair, and replace the marquee. Such removal shall take place as soon as practicable after the recording of this 2019 Declaration, if not before.

**CERTIFICATION**

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Condition, and Restrictions for the Village at Jordan Landing was duly approved by a majority (at least 52) of the Owners of the Lots in the Project.

DATED as of the 27 day of December, 2019.

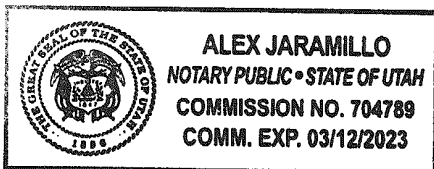
Village at Jordan Landing Homeowners Association, Inc.,  
A Utah Nonprofit Corporation

By: Sheri Argueta

Its: President

State of Utah            )  
                                  ) ss.  
County of SALT LAKE

On the 27 day of DECEMBER 2019, personally appeared before me SHERI ARGUETH who by me being duly sworn, did say that she/he is an authorized representative of the Village at Jordan Landing Homeowners Association, Inc., and that the foregoing instrument is signed and executed by authority of the consent of its members.



Notary Public Alex Jaramillo

**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**