

13574070
2/22/2021 2:45:00 PM \$84.00
Book - 11122 Pg - 6420-6424
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 5 P.

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS AND BYLAWS FOR PALISADE ACRES**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND BYLAWS FOR PALISADE ACRES ("Second Amendment") is effective when recorded with the Salt Lake County Recorder's Office by the Palisade Acres Homeowners Association, Inc. ("Association"), pursuant to the Utah Community Association Act.

RECITALS

- A. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and Bylaws for Palisade Acres was recorded on June 10, 2014 as Entry No. 11863168 in the office of the Salt Lake County Recorder (the "Declaration").
- B. The Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and Bylaws for Palisade Acres was recorded on September 22, 2016 as Entry No. 12370853 in the office of the Salt Lake County Recorder ("First Amendment").
- C. This Second Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A hereto, which is incorporated in this Amendment 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.
- D. The Declaration and First Amendment contain certain provisions regarding the Architectural Review Committee, exterior landscaping and maintenance, and reinvestment fee which the Association desires to amend.
- E. Pursuant to the amendment requirements in Article 2, Section 31 (a) of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by Owners holding at least sixty-seven (67%) of the Total Votes of the Association.
- F. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.
- G. Unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.
- H. The Recitals above are hereby incorporated into this Second Amendment.

SECOND AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

Article 1, ¶ 3 of the Declaration is hereby amended by being *added to*, and shall now read:

Article I. ¶ 3. The term Architectural Review Committee (the "ARC") shall mean the person or persons appointed to review the designs, plans, specifications, Homes, architecture, fencing, landscaping, and other physical improvements within the Project. If no specific person or persons are appointed, then the Board of Directors will jointly serve as the ARC. No member of the ARC may vote on a submission to the ARC for Improvements to a Property of which he or she is an Owner or Resident.

Article 1, ¶ 25 of the Declaration is hereby amended by being *added to*, and shall now read:

Article I. ¶ 25. The term Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable. For the avoidance of doubt, any external physical change or addition to a Home is an Improvement, whether or not a building permit is required.

Article 1, ¶ 28 of the Declaration is hereby amended by being *added to*, and shall now read:

Article I. ¶ 27. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property as well as the appurtenant sprinkling and irrigation systems. For the avoidance of doubt, Landscaping does not include cement or similar work, such as an RV pad.

Article 2, ¶ 7 of the Declaration is hereby amended by being *edited*, and shall now read:

Article II. ¶ 7. Architectural Issues. ~~Declarant~~ The ARC reserves to itself and is hereby granted the sole right and exclusive authority to resolve all architectural issues in this Project in order to insure the harmony of design and quality of construction and materials. All architectural designs, plans, fencing, specifications and construction materials must be reviewed and approved by the Declarant ARC in writing, and ~~must~~ should be consistent with, in congruity with and not in conflict with the Development Agreement with the City. ~~In the event of any conflict, inconsistency or incongruity, the provisions of the Development Agreement shall in all respects govern and control.~~

Article 2, ¶ 8(f)(1) of the Declaration is hereby amended by being *edited* and *added to*, and shall now read:

Article II. ¶ 8(f) (1) All Lot landscaping in the visible front and side yards must be completed within one (1) year of the date of closing. If an Owner does not complete all Lot landscaping in the rear yard within one (1) year of the date of closing, then the Owner must fully fence the unfinished rear yard such that the unfinished rear yard is not visible from ground- or street-level. All Lot landscaping in the rear yard must be completed within five (5) years of the date of closing. Requests for extensions beyond these time periods will be considered by the ARC on a case-by-case basis.

Article 2, ¶ 8(g)(1) of the Declaration is hereby amended by being *edited* and *added to*, and shall now read:

Article II. ¶ 8(g) (1) Any detached Accessory Building ~~must conform in design and construction materials with~~ be in harmony with the design and quality of construction and materials of the primary residential Home so as to contribute to preservation and enhancement of property values. For the avoidance of doubt, any Accessory Building over 120 sq. ft. must be approved by the ARC.

Article 2, ¶ 8(n) of the Declaration is hereby amended by being *edited* and *added to*, and shall now read:

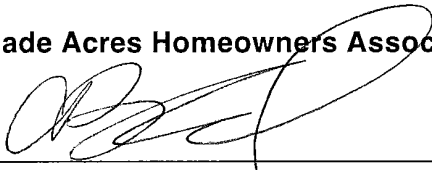
Article II. ¶ 8 (n) Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Home which ring, strike or otherwise produce musical sounds or harmony heard by other residents are ~~prohibited~~ allowed, so long as the sounds do not create a nuisance that interferes with the right of other residents to the quiet and peaceful enjoyment of their property.

Article 2, ¶ 18 of the Declaration is hereby amended by being *edited* and *added to*, and shall now read:

Article II. ¶ 18. Reinvestment Fee. The buyer or seller of a lot shall pay to the Association at the time of closing or settlement of the sale of a Lot a Reinvestment Fee ~~in a sum to be determined by the Board of Directors, not to exceed~~ of \$350 or the then-current statutory limit, whichever is less.

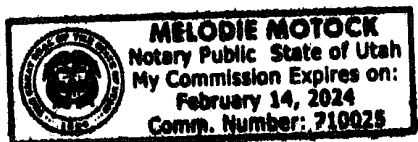
----- END OF AMENDMENT -----

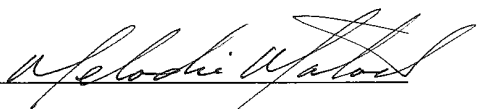
IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by obtain the requisite votes necessary.

Palisade Acres Homeowners Association, Inc.
By: 
Charles Blackwood
Its: Manager

State of Utah)
) ss.
County of Salt Lake)

On the 22 day of February, 2021, personally appeared before me Charles Blackwood who by me being duly sworn, did say that he is the Manager and Agent of Palisade Acres Homeowners Association, Inc., and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.



Notary Public 

**EXHIBIT A
LEGAL DESCRIPTION**

All of Lots 101 – 132 of PALISADE ACRES PH. 1

Parcel Nos. 33054010020000 through 33054020030000