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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

WHEN RECORDED MAIL TO:

Bella Vea Townhomes, LLC  
4567 Holladay Blvd.  
Salt Lake City, UT 84117

**SUPPLEMENT NO. 2 TO  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR  
THE BELLA VEA TOWNHOMES  
  
(Correcting Legal Description)**

In Reference to Tax ID Number(s):

33-07-226-011 through 33-07-226-023, inclusive  
33-07-227-001 through 33-07-227-018, inclusive  
33-07-228-001 through 33-07-228-020, inclusive  
33-07-229-001  
33-07-230-001 through 33-07-230-008, inclusive

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Bella Vea Townhomes, LLC  
4567 Holladay Blvd.  
Salt Lake City, UT 84117

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AMENDED AND RESTATED DECLARATION OF COVENANTS,  
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THIS SUPPLEMENT NO. 2 TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENT FOR THE BELLA VEA TOWNHOMES (“**Second Amendment**”) is executed this 30 day of August 2024 by Bella Vea Townhomes, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant recorded that certain Declaration of Covenants, Condition, Restrictions, and Easements for The Bella Vea Townhomes dated the \_\_\_ day of \_\_\_\_\_ 2017 [*sic.*] and recorded in the official records of the Salt Lake County Recorder’s Office, Salt Lake County, Utah (“**Official Records**”) on October 5, 2017 as Entry No. 12631190 (“**Original Declaration**”), which Original Declaration was wholly amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Bella Vea Townhomes, dated March 20, 2018 and recorded as Entry No. 12737935 (“**A&R Declaration**”), which A&R Declaration was subsequently amended by that certain Supplement No. 1 to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Bella Vea Townhomes, dated July 11, 2019, and recorded in the Official Records on July 11, 2019 as Entry No. 13027715 (“**First Amendment**” and collectively with the A&R Declaration, “**Declaration**”).

B. The Declaration concerns real property situated in Salt Lake County, Utah more particularly described in the Declaration (“**Original Property**”).

C. The Original Property includes certain property that was not intended to be encumbered by or subject to the Declaration (“**Improperly Encumbered Property**”).

D. Declarant desires now to amend and restate the legal description of the Declaration so to release the Improperly Encumbered Property from the conditions, covenants, restrictions, and easements of the Declaration and to ensure that the Improperly Encumbered Property is no longer subject to or encumbered by the Declaration.

E. Pursuant to Section 15.2 of the Declaration, during the Period of Administrative Control, Declarant has the right to amend the Declaration without the consent or approval of the Association or any other Owner.

F. Declarant still owns a Parcel or Unit in the Neighborhood, twenty (20) years have not passed since the Declaration was recorded, and Declarant has not voluntarily surrendered its rights to

control the activities of the Association, therefore, in accordance with Section 1.63 of the Declaration, the Period of Administrative Control is still in effect as of the date hereof.

G. Thus, Declarant has the right to amend the Declaration without any consent or approval of the Association or any Owner.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Legal Description. The legal description attached to the Declaration, as set forth in Exhibit "A" of the A&R Declaration and Exhibit "A" of the First Amendment, is hereby amended in its entirety and replaced by Exhibit "A-1" which is attached hereto and incorporated by this reference. Hereafter, all references in the Declaration to Exhibit "A" shall mean and refer to Exhibit "A-1" attached to this Second Amendment.

2. Release of Improperly Encumbered Property. From and after the date this Second Amendment is recorded, the Improperly Encumbered Property, which is that property that was included in the previous Exhibit A attached to the Declaration, but is expressly excepted from Exhibit A-1 to this Second Amendment, is hereby wholly released from and is no longer encumbered by or subject in any way to the Declaration or any of the conditions, covenants, restrictions, easements, or any other terms or provisions thereof.

3. Continuing Validity of Declaration. Except as modified by this Second Amendment, the Declaration shall continue in full force and effect in accordance with its terms and is hereby ratified and confirmed. In the event of any conflict between the Declaration and this Second Amendment, this Second Amendment shall control. If, for any reason, this Second Amendment shall be deemed to be invalid or unenforceable, the terms and provisions of the Declaration shall continue in full force and effect.

4. Recitals and Defined Terms. The recitals are a material part of this Second Amendment and are incorporated as part of this Second Amendment. Any capitalized terms not otherwise defined in this Second Amendment shall have the same meanings as set forth in the Declaration.

*[Remainder of this page is blank. Signature page follows.]*



## EXHIBIT A-1

### Legal Description

A parcel of land, situate within the Northeast Quarter of Section 07, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:

Beginning at the Section Corner common to Sections 05, 06, 07, & 08, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence  $S0^{\circ}27'51''W$ , along the section line, a distance of 476.53 feet, to a point of intersection with the projected centerline of a proposed street; thence  $N53^{\circ}19'50''W$ , along the centerline of said proposed street, a distance of 494.44 feet, to a point of curvature; thence southeasterly along the arc of a 230 foot radius curve to the left, through a central angle of  $6^{\circ}28'46''$ , a distance of 26.01 feet, the long chord of which bears  $S56^{\circ}34'13''E$ , a distance of 26.00 feet, to the centerline of a proposed street; thence,  $S38^{\circ}24'00''W$ , along said centerline, a distance of 933.48 feet, to a point of curvature; thence southwesterly, along the arc of a 200.00 foot radius foot curve to the right, through a central angle of  $27^{\circ}53'45''$ , a distance of 97.38 feet, the long chord of which bears  $S52^{\circ}20'53''W$ , a distance of 96.42 feet, to the easterly line of Bella Vea P.U.D. Phase 1; thence along the lines of said Phase 1, the following six (6) courses: (1)  $S23^{\circ}42'15''E$ , a distance of 26.50 feet, to the street right of way line; (2)  $S36^{\circ}18'07''E$ , a distance of 192.03 feet, to a point on the Bella Vea Cove cul-de-sac; (3) northeasterly, along the arc of a 55.50 foot non-tangent curve to the right, the center of which bears  $S17^{\circ}53'46''E$ , through a central angle of  $28^{\circ}25'48''$ , a distance of 27.54 feet; the long chord of which bears  $N86^{\circ}19'08''E$ , a distance of 27.26 feet, to a non-tangent line; (4)  $N1^{\circ}46'48''W$ , a distance of 24.23 feet; (5)  $S51^{\circ}36'05''E$ , a distance of 97.52 feet; (6)  $S0^{\circ}27'20''W$ , a distance of 169.61 feet, to the East-West sixteenth line (E-W 1/16th line) of the Northeast Quarter of said Section 07; thence  $N89^{\circ}50'48''W$ , along said East-West sixteenth line, a distance of 478.82 feet, to a rebar and cap stamped "TL & A", marking the northeast Sixteenth (NE 1/16th ); thence  $N0^{\circ}27'09''E$ , along the North-South sixteenth line (N-S 1/16th line), a distance of 1,341.28 feet, to a rebar and cap stamped "DOMINION ENG.", marking the East Sixteenth (E 1/16 th ) corner common to said Sections 06 & 07; thence  $S89^{\circ}55'01''E$ , along the section line common to said Sections 06 & 07, a distance of 1,320.67 feet, to the point of beginning.

Parcel Nos:

33-07-226-011 through 33-07-226-023, inclusive; 33-07-227-001 through 33-07-227-018, inclusive; 33-07-228-001 through 33-07-228-020, inclusive; 33-07-229-001; and 33-07-230-001 through 33-07-230-008, inclusive

LESS AND EXCEPTING:

All of Lots 1, 2, 3 and Parcel A, BELLA VEA PH 3 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on October 12, 2021 as Entry No. 13795709 in Book 2021P at Page 254.

Parcel Nos:

33-07-226-063, 33-07-226-061, 33-07-226-064 and 33-07-226-062

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