

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MEADOWS AT CK FARMS**

**An Expandable
Planned Unit Development
In
Utah County**

ENT 178301:2021 PG 1 of 3
Andrea Allen
Utah County Recorder
2021 Oct 19 03:20 PM FEE 192.00 BY SW
RECORDED FOR Miller Harrison LLC
ELECTRONICALLY RECORDED

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOWS AT CK FARMS, INC ("Declaration") has been approved and adopted by LUMINARY CK, LLC (the "Declarant") and becomes effective when recorded with the Utah County Recorder's Office.

RECITALS

A. The Meadows at CK Farms Owners Association, Inc., is a townhome development located in Utah City, Utah, as described on Exhibit A ("Property").

B. The Property was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Covenants, Conditions, and Restrictions for Meadows at CK Farms (An Expandable Planned Unit Development in Utah County)" was recorded on February 10, 2021 as Entry Number 25167:2021 with the Utah County Recorder ("Declaration").

C. Article XII, Section 12.3(11) gives the Declarant the exclusive right to amend the Declaration.

E. Article XI, Section 15.1 provides that the Declaration may be amended solely by the Declarant without any additional approval required.

F. The Declarant desires to amend the Declaration as provided below.

G. The Declarant desires to allow nightly rentals.

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

I. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

AMENDMENT

Article IX, Section 9.13 of the Declaration is hereby amended and replaced with the following language:

9.13. **Leases**. The leasing of Living Units is permitted. The Board may adopt Rules to regulate the leasing of Living Units which may include, but are not limited to: setting minimum lease terms, requiring a copy of each lease or rental agreement to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, and any other information deemed necessary by the Board. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the owner hereby assigns the Association the authority to do so. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment. The leasing restrictions set forth in this Section shall not apply to the Declarant or a Declarant affiliated entity.

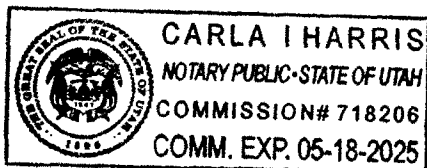
DECLARANT
LUMINARY CK, LLC

By: _____

Its: President

State of Utah)
) :ss
County of Utah)

On this 15th day of October, 2021, personally appeared before me Carla I. Harris, who being by me duly sworn, did say that he/she is the President of Luminary CK, LLC; that said instrument was signed by him/her, with authority of the Declaration, on behalf of said Association via the exercise of Declarant rights; and that the foregoing information is true and accurate to the best of his/her knowledge.



Carla I. Harris
Notary Public

EXHIBIT A
[Legal Description]

All of **CK FARMS, TERRACOM COMMUNITIES, PHASE 1**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 28199:2018.

Parcel Numbers: 65:544:0101 through 65:544:0186