

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR MEADOW PARK VILLAS
(An Adult Community – Age 55 & Older)**

This First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Meadow Park Villas (hereinafter “First Amendment”) hereby amends that certain Declaration of Covenants, Conditions, Easements and Restrictions for Meadow Park Villas, recorded on June 18, 2004 in the Utah County Recorder’s Office, as Entry No. 70103 and is hereby made and executed, as of the date set forth in the notarized signature below, by the Board of Directors for the Association, for and on behalf of the Owners, and made effective as of the date recorded in the Utah County Recorder’s Office.

RECITALS:

- A. This First Amendment affects and concerns the real property located in Utah County, Utah, and more particularly described in the attached **Exhibit “A”** (“Property”).
- B. On or about June 18, 2004, a Plat Map depicting the Property was recorded in the Utah County Recorder’s Office, as Entry No. 70102 (“Plat”).
- C. On or about June 18, 2004, the Declaration of Covenants, Conditions, Easements and Restrictions for Meadow Park Villas was recorded in the Utah County Recorder’s Office, as Entry No. 70103, as amended (“Declaration”).
- D. These Recitals are made a part of this First Amendment.

CERTIFICATION

By signing below, pursuant to the Utah Community Association Act and Article 11.2 of the Declaration, the Board hereby certifies that not less than two-thirds of the total votes of the Association approved and consented to the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Association hereby makes and executes this First Amendment.

COVENANTS, CONDITIONS AND RESTRICTIONS

- 1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration, as amended, remains in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) they have read the First Amendment, (ii) they have authority to act for the entity designated below, and (iii) they shall execute the First Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration or any prior amendments, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Article 3.2.3 is hereby added to the Declaration:

3.2.3 For any Residence that is rented or is Non-Owner Occupied, 100% of such Residences shall be occupied by at least one (1) person not less than fifty-five (55) year of age.

6. Article 3.3.8.1 is hereby added to the Declaration:

3.3.8.1 For the purpose of the Declaration and First Amendment, "Non-Owner Occupied" means: (1) for a Residence owned in whole or in part by an individual or individuals, the Residence is occupied by someone when no record Owner occupies the Residence as their primary residence; or (2) for a Residence with no individual owners (such as a Residence held in trust or owned by an entity), the Residence is occupied by someone other than the person for whom the trust or estate planning entity was created for use as their primary residency.

3.3.8.2 Maximum Number & Limitations on Non-Owner Occupancy. The number of Residences permitted to be Non-Owner Occupied may not exceed 15% or 12 Residences of the total Residences in the Property (collectively "Authorized Rental Residences"). The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Residence.

3.3.8.3 Residences Exempt From 15% Maximum Limit. The following Residences shall not count toward the maximum 15% Residence cap:

- (1) an Owner in the military for the period of the Owner's deployment;
- (2) a Residence occupied by a Residence Owner's parent, child, or sibling;
- (3) an Owner whose employer has relocated the Owner for less than two years;
- (4) a Residence held in a trust or owned by an entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of: (1) a current resident of the Residence, or (2) the parent, child, or sibling of the current resident of the Residence;
- (5) a Residence owned by the Association; or
- (6) a Residence that has been granted a temporary variance in the sole discretion of the Board due to an Owner's documented hardship.

3.3.8.4 Permitted Rules. The Board may adopt Rules requiring: (1) reporting and procedural requirements related to Non-Owner Occupied Residences and the Occupants of those Residences including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc.; and (2) other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of the Declaration.

3.3.8.5 Required Rules. The Board shall adopt Rules, resolutions, or procedures to: (1) determine and track the number of Residences that are leased, (2) provide for a waiting list if the maximum number of Residences available to lease are leased and additional owners want to lease Residences, (3) determine and track the number of Residences exempt under Section and (4) ensure consistent administration and enforcement of the restrictions on Non-Owner Occupied Residences in the Declaration.

3.3.8.6 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Non-Owner Occupied Residences, with the exception of the Association, must comply with the following provisions:

- 1. No single Owner may lease more than one (1) Residence in the Property. Current Owners in violation of this provision will be allowed to continue to lease their Residences until the sale or transfer of ownership of their multiple Residences, or if an Owner re-occupies one of the Residences.
- 2. Any lease or agreement for Non-Owner Occupancy must be in writing, must be for an initial term of twelve (12)

- months and any renewal period may not exceed twelve (12) months unless approved by the Board in writing.
3. Owners are required to include any Association required addendum to the lease and have such addendum executed prior to occupation.
 4. If required in the Rules or requested by the Board, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board.
 5. No Owner shall lease his Residence for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes (whether for pay or not), which shall be deemed to be any rental with an initial term of less than twelve (12) months. Daily or weekly rentals are prohibited.
 6. Any Owner who shall lease his Residence shall be jointly and severally responsible for assuring compliance by the Non-Owner Occupant with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the Owner's Non-Owner Occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his Non-Owner Occupant. Neither the Association, the Board, nor any Manager shall be liable to the Owner or Non-Owner Occupant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association related to an eviction, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.
 7. Any Owner leasing their Residence who wishes to use a property management company must use a professionally licensed third party property management company, which must be approved in advance by the Board.

MEADOW PARK VILLAS OWNERS ASSOCIATION

Marilyn Henrie
By: Marilyn Henrie
Its: President

STATE OF UTAH)
) : ss
COUNTY OF Utah)

On this 18th day of March, 2025, personally appeared before me Marilyn Henrie who being by me duly sworn, did say that he is the President of Meadow Park Villas Owners Association and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledge to me that he executed the same.

Sandra Kay Steeneck
Notary Public
Residing at: 363 N 1030 E Lehi UT 84043
My Commission Expires: Feb. 17, 2026

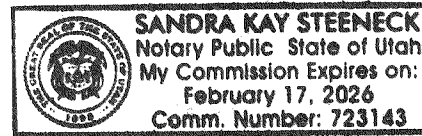


Exhibit "A"
Legal Description

ALL OF MEADOW PARK VILLAS PLAT "A" SUBDIVISION, AS RECORDED AT THE UTAH COUNTY RECORDERS OFFICE, STATE OF UTAH, LESS AND EXCEPTING LOT 1.