

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

This Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Meadow Park Villas (hereinafter "Second 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 Second 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. On or about March 19, 2025, the First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Meadow Park Villas was recorded in the Utah County Recorder's Office, as Entry No. 19476 ("First Amendment"). The First Amendment contained certain limitations on non-owner occupancy and leasing, which are hereby superseded and replaced by this Second Amendment, as set forth herein.
- E. These Recitals are made a part of this Second 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 Second Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Association hereby makes and executes this Second 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 Second 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 Second Amendment, (ii) they have authority to act for the entity designated below, and (iii) they shall execute the Second Amendment acting in said capacity.
4. **Conflicts.** In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration or First Amendment, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration or First Amendment, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

AMENDMENTS

5. Article 3.3.8.1 in the First Amendment is hereby deleted in its entirety and replaced with the following:

3.3.8.1 Non-Owner Occupied Residences and Leasing Restrictions. For the purpose of the Declaration and Second 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 residence.

3.3.8.2 Maximum Number & Limitations on Non-Owner Occupancy. The number of Residences permitted to be Non-Owner Occupied may not exceed 10% or 8 Residences of the total Residences in the Property (collectively "Authorized Rental Residences"). For purposes of this Section, all Residences subject to Common Ownership (as defined in herein) shall be aggregated and treated as owned by the same Owner. 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 10% Maximum Limit. The following Residences shall not count toward the maximum 10% 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: (i) a current resident of the Residence, or (ii) the parent, child, or sibling of the current resident of the Residence; (5) a Residence owned by the Association; (6) an Owner that moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and has the intent to return to occupy the Residence when the service has concluded; or (7) a Residence that has been granted a *temporary* variance, in the sole discretion of the Board, as further defined herein.

3.3.8.3.1 A Board approved *temporary* hardship is limited to six months and may only be extended once for an additional six months upon a showing of good cause for the extension. The Board may consider rare exceptions to the rental prohibition on a limited basis. The burden is upon the requestor to satisfy the Board that approval will not have a negative impact on the community, is temporary in nature, is due to no fault of the Owner, and other reasonable criteria deemed prudent by the Board.

3.3.8.4 Only One Rental Residence. No Owner, including Common Ownership, Common Ownership Affiliates, and Immediate Family Members, may lease more than one (1) total Residence in the community.

3.3.8.5 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.

3.3.8.6 Grandfathering. Current Owners in violation of Second Amendment at the time of adoption may continue to lease their Residences until the sale of such Residence, the transfer of any ownership interest in the Common Ownership of such Residence, or if an Owner, Common Ownership Affiliate or Immediate Family Member occupies the Residence.

3.3.8.7 Term. 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.

3.3.8.8 Residency. If the Association is under the Rental Cap, before being considered to

be eligible for an Authorized Rental Residence, an Owner must reside in the Residence for a minimum of one (1) year prior to being considered eligible.

3.3.8.9 Addendum. Owners are required to include any Association required addendum (if any) to the lease and have such addendum executed prior to occupation.

3.3.8.10 Lease. 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.

3.3.8.11 Short Term Rentals. 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.

3.3.8.12 Joint & Several. 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.

3.3.8.13 Management. 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.

3.3.8.15 Entire Residence. No Owner may lease individual rooms to separate Persons, or lease less than the Owner's entire Residence.

3.3.8.15 Additional Requirements for Leasing and Non-Owner Occupancy.

3.3.8.15.1 Common Ownership Limitations. Common Ownership means direct or indirect ownership, control, or beneficial interest in one or more Residences, whether held:

- (a) by an individual;
- (b) jointly with one or more persons or entities;
- (c) through a corporation, limited liability company, partnership, trust,

estate, or any other legal or business entity;

(d) by any entity in which such individual or any of their Immediate Family Members, Affiliates, or agents holds any ownership interest, voting right, or right to share in profits or proceeds; or

(e) as trustee, beneficiary, member, shareholder, partner, officer, director, manager, or in any other capacity that confers the ability to control, direct, or materially influence the use, occupancy, or disposition of the Residence.

3.3.8.15.2 For purposes of this Section: Immediate Family Members include spouses, domestic partners, parents, children, siblings, and in-laws. Affiliate means any person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity. Control means the power, directly or indirectly, to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

3.3.8.15.3 All Residences subject to Common Ownership shall be aggregated and treated as owned by the same Owner when determining compliance with leasing limitations regardless of the entities or name(s) in which title is held.

3.3.8.15.4 Upon written request by the Association, any Owner must provide a sworn statement identifying all persons or entities holding any direct or indirect ownership interest, beneficial interest, or control rights in the Residence, and any Immediate Family Members or Affiliates with interests in other Residences in the Property. If the Association reasonably determines, based on evidence such as common mailing addresses, business relationships, family relationships, shared financing arrangements, or coordinated leasing activity, that two or more Residences are subject to Common Ownership, those Residences shall be aggregated unless the Owner provides clear and convincing evidence to the contrary.

3.3.8.15.5 If the Association reasonably determines, based on evidence such as common mailing addresses, business relationships, family relationships, shared financing arrangements, or coordinated leasing activity, that two or more Residences are subject to Common Ownership as defined herein, those Residences shall be aggregated for purposes of rental restrictions unless the Owner provides clear and convincing evidence to the contrary.

3.3.8.15.6 No Owner shall cause or permit title to a Residence to be placed in the name of another person or entity, or otherwise structure ownership, for the purpose or with the effect of evading the rental limitations in this Second Amendment. Any such action shall be deemed a violation of the Governing Documents, subject to all enforcement remedies available to the Association, including fines, suspension of privileges, liens, and legal action.

3.3.8.15.7 When the Residence is rented, the Owner will be responsible for the following:

- i. Payment of Association dues for their rented Residence;

- ii. Enforcement of violations of Association governing rules and regulations by tenants of their Residence;
- iii. Communication with Association, including maintenance, work orders and tenant changes for their rented Residence;
- iv. Ensuring that all community members are allowed to have quiet enjoyment of their homes in the community by the actions of their tenants;
- v. Payment for all damage, fines, penalties and all costs associated with the conduct of their tenants;

3.3.8.15.8 In addition to any other remedies, the Association may seek injunctive relief to prevent occupancy or leasing of any Residence in violation of the rental limitations, and may recover from the violating Owner all attorneys' fees, costs, and expenses incurred in enforcement.

MEADOW PARK VILLAS OWNERS ASSOCIATION

Marilyn Henrie
 By: Marilyn Henrie
 Its: President

STATE OF UTAH)
 : ss
 COUNTY OF UTAH)

On this 25th day of August, 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 Steenek
 Notary Public
 Residing at: 363 N 1030 E #m Lehi UT 84043
 My Commission Expires: Feb. 17, 2026

Second Amendment
 Meadow Park Villas

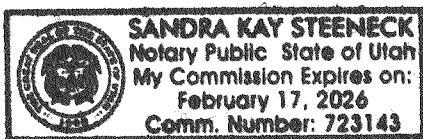


Exhibit "A"
Legal Description

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

Lots 1-81

Parcel Nos: 46:634:0001 through 46:634:0081