

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS FOR  
THE MEADOWS AT CITY PARK OWNERS ASSOCIATION, INC.**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Meadows at City Park Owners Association, Inc. (hereinafter "First Amendment") hereby amends that certain Amended and Restated Declaration of Covenants, Conditions & Restrictions for The Meadows at City Park Owners Association, Inc., recorded on May 17, 2021 in the Davis County Recorder's Office, as Entry No. 3382658, as amended ("Declaration") and is hereby made and executed, as of the last date set forth in the notarized signature below, by The Meadows at City Park, LLC, a Utah corporation (the "Declarant") and made effective as of the date recorded in the Davis County Recorder's Office.

**RECITALS:**

- A. This First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").
- B. On or about June 29, 2017, a Plat Map of Meadows at City Park Phase 1 (PUD) depicting the Project was recorded in the Davis County Recorder's Office as Entry No, 3029446.
- C. On or about July 31, 2018, a Plat Map of Meadows at City Park Phase 1 First Amended (PUD) depicting the Project was recorded in the Davis County Recorder's Office as Entry No, 3108090.
- D. On or about July 15, 2019, the Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadows at City Park (PUD) was recorded in the Davis County Recorder's Office, as Entry No. 3172420.
- E. On or about July 15, 2019, a Plat Map of Meadows at City Park Phase 2 (PUD) depicting the Project was recorded in the Davis County Recorder's Office as Entry No, 3172419.
- F. On or about May 17, 2021, a Plat Map of Meadows at City Park Phase 3 (PUD) depicting the Project was recorded in the Davis County Recorder's Office as Entry No, 3382657.

- G. The Project remains in the Period of Declarant Control pursuant to Article 1.25 and 12.3(11), and Declarant maintains the unilateral ability to amend the Declaration.
- H. Pursuant to Article 12.3(3) of the Declaration, Declarant has the right to grant easements for streets and roads to be used by the community.
- I. Pursuant to Article 12.3(5) of the Declaration, Declarant has the right to designate additional Common Area within the Project.
- J. Utah Code § 57-8a-102(14) provides for use of Limited Common Areas by one or more of the Owners, as further defined in the Declaration.

#### **CERTIFICATION**

By signing below, pursuant Article 15.1 of the Declaration, Declarant approves the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this First Amendment to the Declaration, which shall be effective as of its recording date.

#### **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, remain in full force and effect without modification.
- 3. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she 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, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this First Amendment, which is to provide easement access and common use to certain portions of the General Use Limited Common Areas on Lots 304 and 305 for both the Owners of Lots 304 and 305, as well as all Owners in Phase 3, their guests, and invitees.

## AMENDMENTS

5. Article 1.15 of the Declaration "Limited Common Areas" is hereby deleted in its entirety and replaced with the following:

1.15 "Limited Common Area" shall mean all property designated on the recorded Plats or described in the Declaration as Limited Common Areas, with certain areas being exclusive to use by the adjacent Lot Owner and other areas being jointly used by Owners in the community, as defined herein.

- (a) That certain Limited Common Area identified as "L" on the Phase 3 Plat Map, which contains a private roadway and is utilized by all Phase 3 Owners for access, turn-around and parking in the community, shall be General Use Limited Common Area, with the exception of the driveway area immediately adjacent to the garages for Lots 304 and 305.

6. Article 4.1 of the Declaration "Easement of Enjoyment" is hereby deleted in its entirety and replaced with the following:

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and General Use Limited Common Areas, as set forth in the Declaration. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner.

7. Article 4.10 of the Declaration "Easement for General Use Limited Common Area" is hereby added to the Declaration and provides as follows:

Easement Concerning General Use Limited Common Area. The Association shall have a non-exclusive easement for any utility or any required maintenance in and through the General Use Limited Common Area. Specifically, the Association and its Members have certain pedestrian, vehicle and parking rights with respect to the General Use Limited Common Areas identified as "L" on the Plat for Phase 3.

- (a) The Association may also adopt Rules with regard to items that may be in the General Use Limited Common Areas such as basketball standards and other equipment. The Association may, by rule, impose limitations on the use, upkeep, and prohibition of certain activities within the General Use Limited Common Area. The Association may establish parking, lanes, signage and other designations for the use within the General Use Limited Common Area for the benefit of the Association and its members.

8. Article 7.1, 7.2 and Exhibit C of the Declaration are hereby modified to provide

that the Association shall maintain that portion of the General Use Limited Common Area west of Lots 304 and 305 and identified as "L", with the exception of the driveway area immediately adjacent to Lots 304 and 305 being the responsibility of the Owners of Lots 304 and 305.

9. Article 9.18 of the Declaration "Security Cameras" is hereby added to the Declaration and provides as follows:

9.18 Security Cameras. The original builder/developer has installed Ring doorbell style cameras on the Living Units. The purpose of such cameras is to provide security to the individual Living Units. Such cameras shall not be utilized to harass, intimidate, create a nuisance, capture unnecessary activity of neighboring owners/residents, or take on the role of enforcement outside the confines of Association purposes.

- A. Security Cameras must be aimed in a manner that could reasonably be interpreted as being for the purpose of security for the Living Unit and monitoring activities at the entrance of the Living Unit. Security Cameras must be aimed in a manner to limit, to the extent possible, capturing video of other property or owners/residents in the community. Minor and unavoidable areas immediately adjacent to owner's Lot shall not be deemed a violation. Security Cameras should not be aimed to record other owner's Lots or anywhere else when individual would have a reasonable expectation of privacy. The Security Cameras should not emit light and noise.
- B. Capturing video inside Living Dwellings may be an invasion of privacy. Owners of security cameras shall take all reasonable efforts to avoid any invasion of privacy, unauthorized recording, or capturing images of the inside of other Living Units. Owners shall indemnify and hold the Association harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorney's fees (whether or not litigation is commenced) of whatever nature or type, that the Association may hereafter suffer, incur or be required to pay by reason of the installation or use of an Owners' security camera.

**Declarant – The Meadows at City Park, LLC**

Sheldon Mitchell

By: Sheldon Mitchell  
Its: Member

STATE OF UTAH                    )  
  : ss  
COUNTY OF DAVIS                )

On this 3 day of March, 2023, personally appeared before me Sheldon Mitchell, who being by me duly sworn, did say that they are an authorized representative of The Meadows at City Park LLC, and that the within and foregoing instrument was signed on behalf of said limited liability company and duly acknowledge to me that they executed the same.

Kathryn Watson  
Notary Public  
Residing at: Weber County  
My Commission Expires: 07/17/2026



**Exhibit "A"**  
**Legal Description**

All of **THE MEADOWS AT CITY PARK PHASE 1, FIRST AMDED- A PLANNED UNIT DEVELOPMENT (PUD)** according to the official plat filed in the office of the Davis County Recorder at Entry No. 3108090.

Lots 101 through 111 and the common area parcels

**Parcel Numbers: 07-329-0101 through 07-329-0111, and 07-329-0115 through 07-329-0116**

All of **THE MEADOWS AT CITY PARK PHASE 2, A PLANNED UNIT DEVELOPMENT (PUD) AMENDING PART OF MEADOWS AT CITY PARK, A PLANNED UNIT DEVELOPMENT** according to the official plat filed in the office of the Davis County Recorder at Entry No. 3172419.

Lots 201 through 212 and the common area parcels

**Parcel Numbers: 07-340-0201 through 07-340-0212, and 07-340-0213 through 07-340-0214**

All of **THE MEADOWS AT CITY PARK PHASE 3 PUD** according to the official plat filed in the office of the Davis County Recorder.

Lots 301 through 306 and the common area parcels

**Parcel Numbers: 07-353-0301 through 07-353-0306**

**More particularly described as:**

A parcel of land situate in the Southwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian. Also being a part of Lot 2, 3 and 6, Block 4, Plat A of the Farmington Townsite Survey, Farmington City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the East right-of-way of 200 West Street and the South right-of-way of 50 South Street said point being South 00°30'00" West 326.51 feet along the monument line of 200 West Street and South 89°30'00" East 49.50 feet from a Farmington City Monument at the intersection of State Street and 200 West Street. Said point also being Norm 89°53'30" East 50.95 feet along the section line. South 00°30'00" West 205.44 feet along the monument line of 200 West Street and South 89°30'00" East 49.50 feet from the West Quarter Corner of said Section 19 said point also being the beginning of a curve to the right, of which the radius point lies South 30°57'54" East, a radial distance of 25.49 feet and running;

thence Easterly along the arc, through a central angle of 26°13'10", a distance of 12.55 feet to the westerly line of limited common area 'O' of Meadows at City Park Phase 2;

thence said limited common area 'O' the following four (4) courses and distances:

- 1) South 00°17'57" West 43.05 feet;
- 2) Southerly 1.57 feet along the arc of a 2.00 feet-foot radius tangent curve to the left (center bears South 89°42'03" East and the long chord bears South 22°12'03" East 1.53 feet with a central angle of 45°00'00");
- 3) South 44°42'03" East 6.24 feet;
- 4) South 89°42'03" East 3.00 feet to the westerly line of Building G (Units 207-209) of Meadows at City Park Phase 2;

thence along said Building G (Units 207-209) the following seven (7) courses and distances:

- 1) South 00°17'57" West 15.00 feet;
- 2) South 89°42'03" East 37.58 feet;
- 3) North 00°17'57" East 2.00 feet;
- 4) South 89°42'03" East 35.09 feet;
- 5) South 00°17'57" West 2.00 feet;
- 6) South 89°42'03" East 37.58 feet;
- 7) North 00°17'57" East 15.00 feet to the southerly line of limited common area 'S' of Meadows at City Park Phase 2;

thence along said limited common area 'S' the following three (3) courses and distances:

- 1) North 45°17'57" East 8.25 feet;
- 2) Easterly 3.14 feet along the arc of a 2.00 feet-foot radius tangent curve to the right (center bears South 44°42'03" East and the long chord bears South 89°42'03" East 2.83 feet with a central angle of 90°00'00");
- 3) South 44°42'03" East 8.25 feet to the westerly line of Building H (Units 210-212) of Meadows at City Park Phase 2;

thence along said Building H (Units 210-212) of Meadows at City Park Phase 2 the following seven (7) courses and distances:

- 1) South 00°17'57" West 15.00 feet;
- 2) South 89°42'03" East 37.58 feet;
- 3) North 00°17'57" East 2.00 feet;
- 4) South 89°42'03" East 35.09 feet;
- 5) South 00°17'57" West 2.00 feet;
- 6) South 89°42'03" East 37.58 feet;
- 7) North 00°17'57" East 15.00 feet to the southerly line of limited common area 'W' of Meadows at City Park Phase 2;

thence North 45°17'57" East 6.26 feet along said limited common area 'W' to the East line of Meadows at City Park Phase 2;

thence South 00°30'20" West 181.87 feet along said East line of Meadows at City Park Phase 2 and beyond to the South line of Lot 2, Block 4, Plat A of the Farmington Townsite Survey;

thence North 89°51'40" West 259.43 feet to along said South line of Lot 2 to the East right-of-way of 200 West Street;

thence North 00°30'00" East 223.38 feet along said East right-of-way to the Point of Beginning.

Contains: 43,602 square feet or 1.001 acres.