



W3177462

EH 3177462 PG 1 OF 8
LEANN H KILTS, WEBER COUNTY RECORDER
20-AUG-21 938 AM FEE \$94.00 DEP TN
REC FOR: FAIRWAY OAKS

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRWAY OAKS HOME OWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY OAKS HOME OWNERS ASSOCIATION ("**First Amendment**") is made by the Fairway Oaks Home Owners Association, Inc., a Utah nonprofit corporation (the "**Association**").

RECITALS

- A. On November 5, 2015, the duly elected and authorized Directors of the Association executed that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairway Oaks Home Owners Association" dated May 16, 2014, which was recorded in the Weber County Recorder's Office on May 16, 2014 as Entry No. 2686681 (the "**Amended Declaration**") so as to encumber the entire Project, which includes all of the real property identified and described in Exhibit "A" which is attached to and made part of this First Amendment.
- B. The Association, on behalf of its Members, desires to adopt and record this First Amendment in order to modify and amend the provisions of Section 7.23 of the Amended Declaration regarding Long-Term Leases/Rentals and Short-Term Rentals.
- C. This First Amendment has been adopted and approved by the Owners as required under the Utah Community Association Act, the Amended Declaration, and the Bylaws governing the Association.
- D. As required under Section 57-8a-104 of the Utah Community Association Act, and Article 19 of the Amended Declaration, upon giving proper notice and holding a vote, this First Amendment has been approved by Owners collectively holding more than sixty-seven percent (67%) of the voting rights/interests of the Association.

NOW, THEREFORE, the Association hereby declares as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment in their entirety.
- 2. Long-Term and Short-term Leases/Rentals. Subsections 7.23.1 and 7.23.2 of the Amended Declaration are hereby deleted in their entirety and replaced with the following:

7.23 Long-Term and Short-term Leases/Rentals

7.23.1 Generally. Dwellings may be leased or rented on a long-term basis only. As used in the Governing Documents, "short-term rentals" include nightly rentals or any rental term of 30 days or less, while long-term rentals" means any rental term that is more than 30 days in length. As provided under Section 17.3 of this Declaration: (a) an Owner may not lease or rent less than the entire Dwelling; (b) The lease or rental agreement must provide that the terms of the lease shall be, in all respects, subject to the provisions of this Declaration, the

Articles and Bylaws, and that any failure of the lessee or tenant to comply with the terms of such Governing Documents shall be a default under the lease; and (c) all leases and rental agreements must be in writing.

7.23.2 Short-Term Rentals Prohibited. Without regard to any permit which may now, or in the future, exist or be available from Weber County which would allow short-term rentals under any County ordinance, no Dwelling may be leased or rented as a short-term rental as defined under Subsection 7.23.1, above. It is the intent of this provision that short-term rentals are prohibited in the Project. In accordance with Utah Code Section 57-8a-209, this restriction shall not apply to any Owner of a Lot who has a rental in the Project prior to the date this First Amendment is recorded until (i) the Owner of the Lot occupies the Lot; (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot occupies the Lot; or (iii) the Lot is transferred by the Owner. Any such continuing short-term rental shall comply with all Rules and Regulations adopted by the Board.

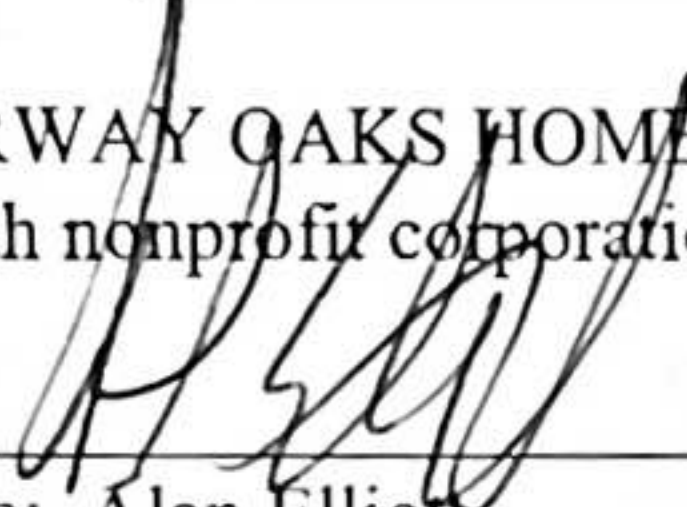
3. **Effective Date.** This First Amendment shall become effective immediately upon its recordation in the Weber County Recorder's Office.

4. **Capitalized Terms.** Unless otherwise defined in this First Amendment, any capitalized terms used in this First Amendment shall be defined as set forth under the Amended Declaration.

5. **Effect of First Amendment.** To the extent the terms of this First Amendment in any way modify or conflict with any provisions of the Amended Declaration, the terms of this First Amendment shall control. All other terms of the Amended Declaration that are not modified by this First Amendment shall remain unchanged. This First Amendment shall be recorded against the entire Project in the Office of the Weber County Recorder and is intended to and shall be deemed to run with the land and, together with the Amended Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of any Owners.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly elected and authorized officers and directors on the 19th day of August, 2021.

FAIRWAY OAKS HOME OWNERS ASSOCIATION, INC.
a Utah nonprofit corporation

By: 
Name: Alan Elliott
Title: President

By: _____
Name: Jan Woods
Title: Director and Treasurer

By: _____
Name: Thomas Sorensen
Title: Assistant Secretary

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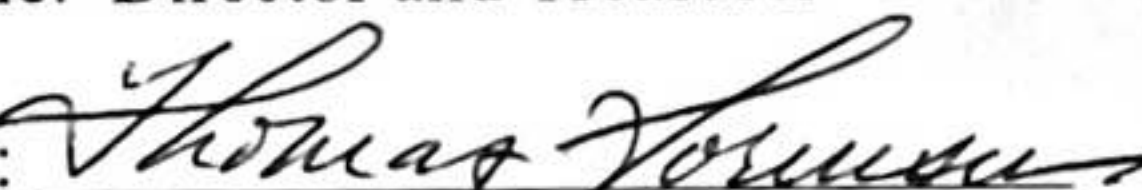
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Title: President

By: _____
Name: Jan Woods
Title: Director and Treasurer

By: 
Name: Thomas Sorensen
Title: Assistant Secretary

STATE OF UTAH

COUNTY OF WEBER

On August 19, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Elliott personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

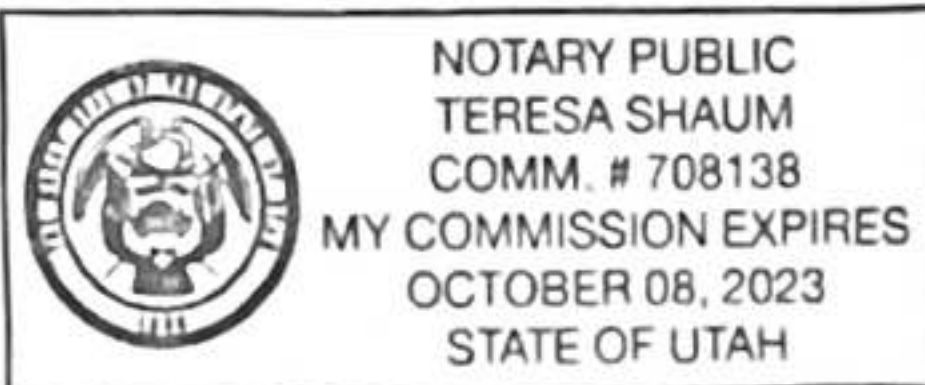
Teresa Shaum

Name (type or print)

Teresa Shaum

My commission expires

Oct. 08, 2023



STATE OF UTAH

COUNTY OF WEBER

On 8/19, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jan Woods personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

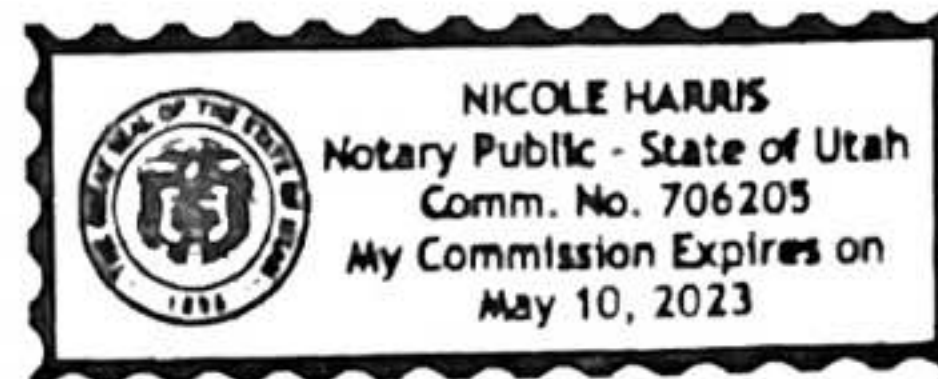
WITNESS my hand and official seal.



Name (type or print)

Nicole Harris

My commission expires

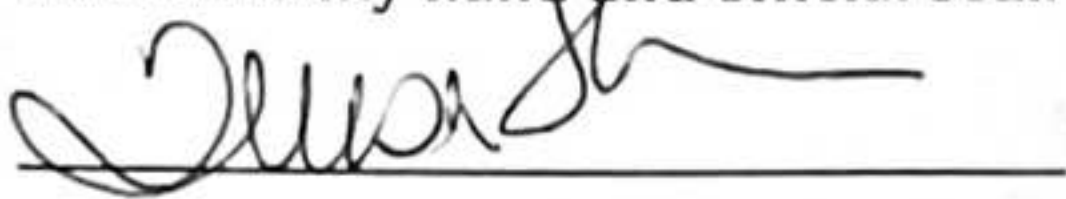
5/10/2023

STATE OF UTAH

COUNTY OF WEBER

On August 19, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Sorensen personally known to me -OR- proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Name (type or print)

Teresa Shaum

My commission expires

Oct. 08, 2023

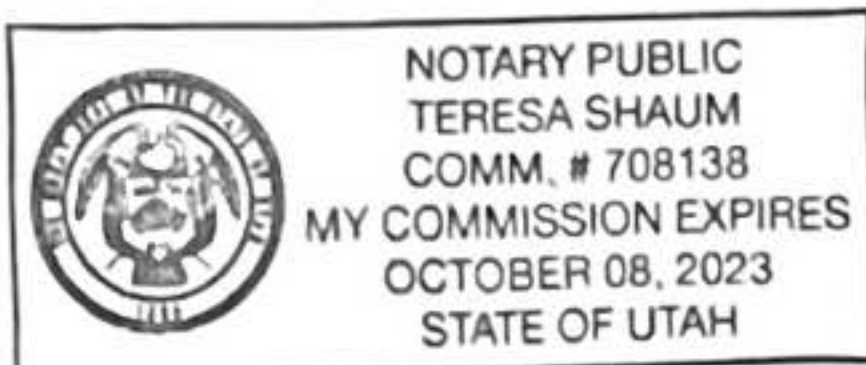


Exhibit "A"

to

First Amendment to Amended and Restated
Declaration of Covenants, Conditions and Restrictions
for Fairway Oaks Home Owners Association

Legal Description

UNITS 1 THROUGH 17, FAIRWAY OAKS AT WOLF CREEK PRUD PHASE 1, 1ST
AMENDMENT, WEBER COUNTY, UTAH,

ALL COMMON AREA AND PRIVATE STREETS WITHIN FAIRWAY OAKS AT WOLF
CREEK PRUD PHASE 1, 1ST AMENDMENT, WEBER COUNTY, UTAH.

Weber County Tax Parcel Nos. 22-285-0001, 22-285-0002, 22-285-0003, 22-285-0004,
22-285-0005, 22-285-0006, 22-285-0007, 22-285-0008, 22-285-0009, 22-285-0010, 22-285-0011,
22-285-0012, 22-285-0013, 22-285-0014, 22-285-0015, 22-285-0016, 22-285-0017, and
22-285-0018

UNITS 18 THROUGH 37, FAIRWAY OAKS AT WOLF CREEK, PRUD, PHASE 2, AMENDED,
WEBER COUNTY, UTAH

ALL COMMON AREA & PRIVATE STREETS WITHIN FAIRWAY OAKS AT WOLF CREEK,
PRUD, PHASE 2, AMENDED, WEBER COUNTY, UTAH.

Weber County Tax Parcel Nos. 22-254-0001, 22-254-0002, 22-254-0003, 22-254-0004,
22-254-0005, 22-254-0006, 22-254-0007, 22-254-0008, 22-254-0009, 22-254-0010, 22-254-0011,
22-254-0012, 22-254-0013, 22-254-0014, 22-254-0015, 22-254-0016, 22-254-0017, 22-254-0018,
22-254-0019, 22-254-0020, and 22-254-0021