

**WHEN RECORDED RETURN TO:**

P.O. Box 980845

Park City, UT. 84098

donna@greaterparkcityproperties.com

**CORRECTED AMENDMENEED AND RESTATED AMENDMENT TO CERTAIN  
SECTIONS OF THE DECLARATION OF CONDOMINIUM AND THE BYLAWS OF  
Fairway Springs Ski and Golf Villas,  
A condominium development in Summit County, Utah**

This Amendments to the Declaration of Condominium of Fairway Springs Ski and Golf Villas Owners Association is made and executed by the Fairway Springs Ski and Golf Villas Owners Association, Inc. (Fairway Springs), Declarant of the Homeowner's Association, at P. O. Box 980845, Park City, UT 84098 (the "Declarant").

**RECITALS**

A. The Declaration of Condominium of Fairway Springs and its Bylaws were recorded in the office of the County Recorder of Summit County, Utah on November 3, 2008, as Entry No. 00858733 in Book 0955 at Page 1395 of the official records (the "Declaration").

B. An Amendment was made on 5/24/2016 as Entry 01045729, in Book 2353 at Page 1226.

C. The Declarant is the managing agent for the owners of the real property located in Summit County, Utah described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

D. The Declarant desires to amend certain sections in the Declaration and Bylaws.

E. The Property is subject to the Declaration and Bylaws.

F. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the Declarant hereby executes this Amendment and Restated Amendment to Certain Sections of the Declaration of Condominium and the Bylaws of Fairway Springs Ski and Golf Villas Owners Association, (the "Amendment"), shall replace and delete in its entirety the aforementioned Amendment previously recorded as Entry 02045729, in Book 2353 at Page 1226.

**AMENDMENTS TO DECLARATION**

**1. ARTICLE IV, DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES**

**Paragraph 4.2 of the Declaration is hereby deleted in its entirety, and replaced with the following:**

**4.2: Calculation of Interest per Unit.** Undivided Interests for Assessments and Voting purposes shall be at a Uniform Rate. Both regular and special Assessment shall be fixed at an identical rate for all units owned by Members and may be collected quarterly, or at such other times as the Management Committee (Board) may determine.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Associated Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

**2. ARTICLE VII - OPTION TO CONTRACT**

**Paragraph 7.10 of the Declaration is hereby deleted in its entirety, and replaced with the following:**

**7.10 Calculation of Interest per Unit:** Each unit shall be assessed at a uniform rate and shall have one (1) vote for any matters for vote by Members.

**3. ARTICLE XIV – MAINTENANCE, ALTERATION AND IMPROVEMENT**

**Paragraph 14.6.3 of the Declaration is hereby deleted in its entirety, and replaced with the following**

**14.6.3: Common Areas and Facilities.** A Combination of Units, if allowed as per 14.6.2, shall result in the combined units to pay dues equivalent to the number of units combined, thereto, as may be approved.

**4. ARTICLE XXI – ASSESSMENT OF UNITS BY THE ASSOCIATION**

Paragraph 21.6 of the Declaration is hereby deleted in its entirety, and replaced with the following::

**21.6 Reinvestment Fee:** In the event an Owner transfers ownership of a Lot, the Association shall require the new owner (Buyer) of such Lot to pay a reinvestment fee in accordance with Utah law in an amount up to one-half percent (0.5%) of the purchase price of the Lot, as determined by the Board of Directors/Management Committee. The reinvestment fee is not intended to compensate the Association for the costs incurred in the preparation of the statement of account, for which there is a separate charge. Per Utah Law, the Reinvestment Fee can be used for Operating or Reserve/Capital as determined.

The obligation to pay the reinvestment fee owed to the Association may be secured by a lien in accordance with applicable sections of the Declaration.

**AMENDMENTS TO BYLAWS**

**5. ARTICLE 3 Membership, Voting and Meetings of the Association, Paragraph 3.5 Quorum is hereby deleted in its entirety, and replaced with the following:**

**3.5 Quorum:** **The Members present in person or by proxy at any meeting of the Association shall constitute a quorum.** This is for holding a meeting, approving minutes and electing Board Members. Any amendments to Declaration or Bylaws would remain as required by member approvals, per HOA documents.

**6. EXHIBIT B is hereby deleted in its entirety and replaced with the following:**

EXHIBIT B, shall show the SF of each unit, but give each unit the same par value for Dues and Voting - basically each unit will pay the same dues and have equal voting power per each unit. Any units combined per Section 14, Paragraph 14.6.2, will pay dues of and have the voting power of the units combined.

**GENERAL PROVISIONS**

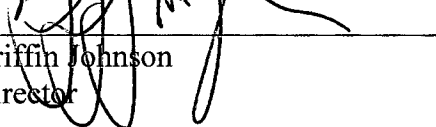
7. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

8. If any provision of this amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Once the document is recorded in the office of Summit County Recorder, the effective date of this Amendment shall be May 9, 2016.

IN WITNESS WHEREOF, the Association has executed this instrument the 21<sup>st</sup> day of July 2016.

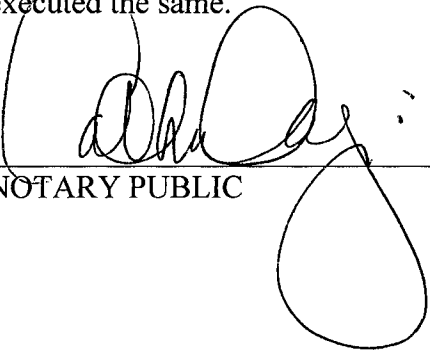
FAIRWAY SPRINGS SKI AND GOLF VILLAS OWNER'S ASSOCIATION, INC.

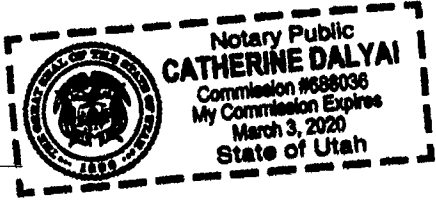
By:   
Name: Griffin Johnson  
Title: Director

ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss:  
COUNTY OF SUMMIT )

On the 21 day of July, 2016, personally appeared before me Griffin M. Johnson, who by me being duly sworn, did say that s/he is one of the 3 Directors of Fairway Springs Ski and Golf Villas, Inc., and that the within and foregoing instrument was signed in behalf of said Fairway Spring Ski and Golf Villa Homeowners Association (Fairway Springs HOA), by authority of the Declaration of Condominium for Fairway Springs HOA, and Bylaws, and a resolution of its Declarant & Board of Directors/Management Committee, and said Griffin Johnson duly acknowledged to me that said Fairway Spring Ski and Golf Villa Homeowners Association executed the same.

  
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NOTARY PUBLIC



**EXHIBIT A**

**Project Legal Description**

A parcel of land Located in the East Half of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point North 00°00'55" East 2,413.29 feet along the east line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and West 863.94 feet from the Southeast Corner of said Section 36, and thence North 58°26'24" West 12.17 feet to a point of tangency of a 102.00 foot radius curve to the right; thence Northwesterly 103.34 feet along said curve through a central angle of 58°02'58" and a long chord of North 29°24'55" West 98.98 feet; thence North 00°23'26" West 127.77 feet to a point of tangency of a 222.00 foot radius curve to the right; thence Northerly 28.22 feet along said curve through a central angle of 07°17'04" and a long chord of North 03°15'06" East 28.21 feet; thence North 06°53'38" East 20.03 feet; thence North 85°45'00" West 120.65 feet; thence North 04°01'29" East 656.86 feet; thence North 35°36'02" West 58.74 feet; thence North 54°24'09" East 258.16 feet; thence South 35°35'56" East 216.06 feet; thence South 00°15'45" West 146.63 feet; thence South 09°12'04" West 347.51 feet; thence South 06°32'10" West 261.91 feet; thence South 45°54'51" East 52.46 feet; thence South 43°46'12" West 85.34 feet to a point of tangency of a 280.00 foot radius curve to the left; thence Southwesterly 125.69 feet along said curve through a central angle of 25°43'13" and a long chord of South 30°54'36" West 124.64 feet to the POINT OF BEGINNING. Said parcel contains 263,283 square feet or 6.04 acres, more or less.

**EXHIBIT B AMENDED**

**Schedule of Units, Square Feet,  
Votes and Undivided Interests in Common Areas**

<b>Unit Identifying Number</b>	<b>Approx. Sq. Feet of Unit *</b>	<b>Undivided Interest per Unit **</b>	<b>No. of Votes Per Unit*</b>
A-1	2,065	2.1739%	217.4
A-2	1,790	2.1739%	217.4
A-3	1,790	2.1739%	217.4
A-4	2,065	2.1739%	217.4
B-1	2,065	2.1739%	217.4
B2	1,790	2.1739%	217.4
B-3	1,790	2.1739%	217.4
B-4	1,790	2.1739%	217.4
B-5	2,065	2.1739%	217.4
C-1	2,065	2.1739%	217.4
C-2	1,790	2.1739%	217.4
C-3	1,790	2.1739%	217.4
C-4	1,790	2.1739%	217.4
C-5	2,065	2.1739%	217.4
D-1	2,065	2.1739%	217.4
D-2	1,790	2.1739%	217.4
D-3	1,790	2.1739%	217.4
D-4	1,790	2.1739%	217.4
D-5	2,065	2.1739%	217.4
E-1	1,706	2.1739%	217.4
E-2	1,686	2.1739%	217.4
E-3	1,686	2.1739%	217.4
E-4	1,706	2.1739%	217.4
F-1	1,706	2.1739%	217.4
F-2	1,686	2.1739%	217.4
F-3	1,686	2.1739%	217.4
F-4	1,706	2.1739%	217.4
G-1	1,706	2.1739%	217.4
G-2	1,686	2.1739%	217.4
G-3	1,686	2.1739%	217.4
G-4	1,686	2.1739%	217.4
G-5	1,686	2.1739%	217.4
G-6	1,706	2.1739%	217.4
H-1	1,706	2.1739%	217.4
H-2	1,686	2.1739%	217.4
H-3	1,686	2.1739%	217.4
H-4	1,686	2.1739%	217.4
H-5	1,686	2.1739%	217.4
H-6	1,706	2.1739%	217.4
I-1	1,706	2.1739%	217.4
I-2	1,686	2.1739%	217.4
I-3	1,686	2.1739%	217.4
I-4	1,706	2.1739%	217.4
J-1	1,706	2.1739%	217.4
J-2	1,686	2.1739%	217.4
J-3	1,686	2.1739%	217.4
<b>Total:</b>	<b>81,952</b>	<b>100%</b>	<b>10,000</b>

\* The statements of square footage above are approximate and include only living space within a Unit. The statement of square footage on the Condominium Plat include both the square footage of living space and the square footage of the garage space and accordingly differ from the square footage listed above.

\*\* May total slight more or than 100% (or 10,000) due to rounding.