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DOUG CROFTS, WEBER COUNTY RECORDER
17-JUL-06 3:51 PM FEE \$36.00 DEP LF
REC FOR: FAIRWAYS AT WOLF CREEK LLC

**SECOND SUPPLEMENT AND AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE
FAIRWAYS AT WOLF CREEK PRUD**

(PHASE 3)

THIS SECOND SUPPLEMENT TO DECLARATION is made and executed this 26 day of May, 2006, by **FAIRWAYS AT WOLF CREEK, L.L.C.**, a Utah limited liability company (hereinafter referred to as "Declarant") and **THE FAIRWAYS AT WOLF CREEK OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation (the "Association").

RECITALS:

A. Declarant is the Declarant as identified and set forth in that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of The Fairways at Wolf Creek, PRUD, dated August , 2005, and recorded in the office of the Weber County Recorder on September 21, 2005 as Entry No. 2130306 (the "Declaration").

B. On or about the 21st day of September, 2005, Declarant made and executed that certain First Supplement and Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of the Fairways at Wolf Creek PRUD (Phase II) (herein the "First Supplement"), which First Supplement was recorded in the office of the County Recorder of Weber County, State of Utah, on the 21st day of September, 2005, as Entry No. 2130307. The First Supplement added Phase II to the Project.

C. Under the terms of the Declaration, Declarant reserved the right to annex certain additional real properties ("Additional Land" or portions thereof) to the provisions of the Declaration and now desires to do the same in order to further the intent of the Declarant as expressed in the Declaration.

D. The Declarant and Association desire to further amend the Declaration to clarify permitted uses of Living Units within the Project.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1. Submission of Phase II. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Lot; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads,

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recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) for the benefit of the Additional Land, however developed or utilized, over the real property described on Exhibit "B" attached to the Declaration, whether or not the Additional Land, or portions thereof, is part of the Development. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire ten (10) years after the date on which the Declaration was filed for record in the office of the County Recorder of Weber County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way;

2. Supplemental Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on a supplemental Plat pertaining to the same, which supplemental Plat shall be recorded with this Supplement.

3. Representations of Declarant. Declarant represents as follows:

- a. The annexed real property is part of the Additional Land as identified in the Declaration.
- b. By the annexation of the real property described in paragraph 1, the total number of Lots, including those of prior Phases, will equal sixty (60).

4. Amendment to Section 10.2. Section 10.2 of the Declaration is deleted in its entirety with the following substituted in place thereof:

10.02 Use of Lots - Residential Use. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit without the prior written consent of the Association and applicable governmental entities. Notwithstanding the foregoing, the use of a portion of the Living Unit as a home office shall not violate the foregoing so long as the Owner/occupant shall not physically conduct business out of, or receive clients or customers at the Living Unit. Except as may be approved to the contrary, each Living Unit shall be used only as a single-family residence and may only be leased for a period of two (2) consecutive days or longer. Nightly rentals of less than two (2) days are not allowed. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere

interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

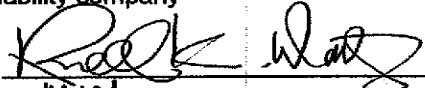
5. Representations of Declarant and Association. With respect to the amendment identified in paragraph 4 above, Declarant and Association represent that the Association has obtained the vote and/or consent of Owners holding at least seventy-five percent (75%) or more of the votes allocated to the Lots.

6. Effective Date. This Supplemental Declaration, and the Supplement Plat relative to this addition, shall take effect upon their being filed for record in the office of the County Recorder of Weber County, Utah.

EXECUTED the day and year first above written.

Declarant:

FAIRWAYS AT WOLF CREEK, L.L.C., a Utah limited liability company

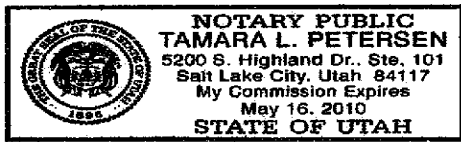
By: 
Its: MAN

THE FAIRWAYS AT WOLF CREEK OWNERS ASSOCIATION, INC., a Utah non-profit corporation

By: 
Its: TRUSTEE

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

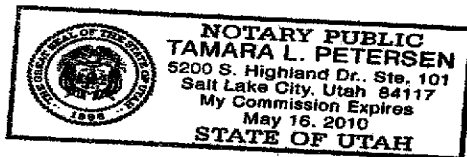
On the 26 day of May, 2006, personally appeared before me Russell Kwatts, who being by me duly sworn did say that he is a Manager of FAIRWAYS AT WOLF CREEK, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its Members and said Russell Kwatts duly acknowledged to me that said limited liability company executed the same.



Tamara L. Petersen
NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 26 day of May, 2006, personally appeared before me Russell Kwatts, who being by me duly sworn did say that he is a President of THE FAIRWAYS AT WOLF CREEK OWNERS ASSOCIATION, INC., a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its Board of Trustees and said Russell Kwatts duly acknowledged to me that said corporation executed the same.



Tamara L. Petersen
NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

Real property located in Weber County, State of Utah, more particularly described as follows:

A part of the Northwest 1/4 of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point North 89°12'43" West along the section line 1,247.11 feet and 1,298.57 feet South from the North 1/4 corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, said point being the Southeast corner of the Fairways at Wolf Creek - Phase 2 (Basis of bearing: North 89°12'43" West from said corner to the Northwest corner of Section 22); thence

COURSES:

South 11°35'26" West 678.68 feet along the West property line of Wolf Creek Golf Course, Hole #17; thence

South 54°01'25" West 284.52 feet along the West property line of Wolf Creek Golf Course; thence North 80°24'49" West 443.32 feet along the North property line of Wolf Creek Golf Course, Hole #14 to the South property line of the Fairways, Phase 2; thence along the East boundary of said Phase 2 for the following 10 courses:

North 07°27'21" East 41.92 feet; thence

North 59°48'33" West 60.03 feet; thence

North 42°38'59" West 61.42 feet; thence

North 48°02'27" East 44.82 feet; thence

North 65°51'50" East 66.51 feet; thence

North 54°51'15" East 50.00 feet; thence

North 40°17'28" East 79.19 feet; thence

North 50°55'27" East 594.24 feet; thence

South 83°12'17" East 50.00 feet; thence

North 57°02'55" East 232.05 feet to the point of beginning.

Contains 8,209 acres / 357,375 sq. ft.