

WHEN RECORDED RETURN TO:  
Fairways Of Oakridge Homeowners Association  
Ed McLaughlin  
PO Box 732  
Farmington, Utah 84025  
Phone: 801-447-8501

**RETURNED**  
**MAY 03 2006**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/03/2006 02:19 PM  
FEE \$99.00 Pgs: 8  
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DGE HOMEOWNER

**AMENDMENT TO DECLARATION  
FOR  
FAIRWAYS OF OAKRIDGE HOMEOWNERS ASSOCIATION**

This Amendment to Declaration of Covenants, Conditions & Restrictions for the Fairways of Oakridge P.U.D. and the Fairways of Oakridge South P.U.D is made and executed by the Fairways of Oakridge Homeowners Association, whose principal address is PO Box 732, Farmington, Utah 84025 (the "Association").

**RECITALS**

A. The Original Declaration was recorded in the office of the County Recorder of Davis County, State of Utah on 28<sup>th</sup> day of July, 1997 as Entry No. 1337054 in Book 2155 at Pages 971 of the official records (the "Declaration").

B. The First Supplement was recorded in the office of the County Recorder of Davis County, State of Utah on 25<sup>th</sup> day of February, 1999 as Entry No. 1490616 in Book 2454 at Pages 210 of the official records (the "Supplement").

C. This document affects the real property located in Davis County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

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

E. The Association is the owner or managing agent of the owners of the Property.

F. The Association desires to make the modifications and additions to the Declaration set forth below.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Association hereby executes this Amendment to Declaration for Fairways of Oakridge P.U.D. and the Fairways of Oakridge South P.U.D for and on behalf of and for the benefit of all of the Owners.

1. Article III Section 5(g) (21) of the Declaration is modified to read as follows:

(21) ~~BBQ, Patio Table and Chairs.~~ **Personal Property on Patios and in Fenced yard Areas.** ~~The Management Committee may establish, modify, change, repeal and enforce rules and regulations governing personal property allowed in the patio and fenced areas (the "Patio Rules"). Unless modified by the Management Committee:~~

(a) For the Interior Lots, each Interior Lot Owner or resident may have at least one BBQ, one outdoor table and set of chairs outside, provided they are located exclusively within the confines of his cement pad or patio and are maintained in a clean, tidy and neat manner. Each Interior Lot Owner or resident shall use his best efforts to keep such personal property so it is not visible from the street, the common area or another Lot.

(b) For the Perimeter Lots , each Lot Owner or resident, including perimeter lots nos. 32, 33, and 34 in Phase II, may have at least one BBQ, one outdoor table and set of chairs outside, provided they are located exclusively within the confines of his Limited Common Area and are maintained in a clean, tidy and neat manner. Each Perimeter Lot Owner or resident shall use his best efforts to keep such personal property so it is not visible from the street. Bicycles, tricycles, motorcycles, household furniture and furnishings, equipment, machinery, tools, supplies, boxes, storage containers or other items of personal property may not be stored in, on or about the cement pad, patio or deck area, in the Limited Common Area, or in any manner so as to be visible from the street or another Lot.

2. Article III Section 19 of the Declaration is modified to read as follows:

19. Operation, Maintenance and Alterations. ~~The Common Area shall be maintained by the association as set forth in subsection (a) below (the "area of Common Responsibility"). The Lots shall be maintained by the Lot Owners as set forth in subsection (b) below (the "Area of Personal Responsibility"). The Management Committee may modify the Area of Common Responsibility and/or the Area of Personal Responsibility. The Lot Owners shall be given at least thirty (30) days prior written notice of any changes. The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:~~

a) Area of Common Responsibility. The Association shall maintain, repair and replace, as needed from time to time, the following:

- 1) All Common Areas and Facilities, and all improvements constructed or installed thereon;

- 2) Except for the Limited Common Area in the Perimeter Lots 1-30, inclusive, all landscaping, green space, sprinkler systems, grass, sod, berms, flower and

plant beds, ground cover, trees, shrubs and bushes. This includes but is not limited to all planting, pruning and care of the plant life, grass, sod, sprinklers, edging and mowing, in, on or about the Common Area and the Lots;

3) All perimeter, interior and sideyard fences or walls within the Project and between the Lots;

4) The entryway or ways into the Project as well as all streets, roads, curbs, gutters, street lighting, courtyards, common interior walkways, sidewalks and paths;

5) All central or common utility systems for power, light, water, sewer, garbage removal, central park and storm water detention area; and

6) All items not expressly included in the Area of Personal Responsibility.

3. Article III Section 48 of the Declaration is added as follows:

48. Waiver of non-Conforming Construction and Design. The Developer shall compile a written list of all non-conforming architectural designs and construction which if approved, including by way of illustration but not limitation the gazebos, swimming pool on Lot No. S13, two-story homes on Lots Nos. S11-15, back yard fencing on Perimeter Lots Nos. S32-34, back yard on Lot N16, and front-to-back sidewalk on Lot No. N44, and provide the Lot Owners and the Management Committee with a written "Letter of Waiver." Any design or construction in violation of the Declaration's architectural guidelines without a letter of Waiver will be considered by the Management Committee non-conforming and in violation of the declaration, and the Association hereby expressly reserves all rights and remedies with respect thereto.

4. Article III Section 49 of the Declaration is added as follows:

49. Leasing Prohibition with Hardship Exception and Grandfather Clause

Leases. All Units in the Project must be owner-occupied and the leasing of Units is prohibited in order for the Association to:

1. Protect the equity of the individual property owners at the FAIRWAYS of OAKRIDGE PLANNED UNIT DEVELOPMENT PROJECT (the "Project");

2. Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and

3. Comply with the eligibility requirements for financing in the secondary

mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.

**Definition of Owner-Occupied.** The term "owner-occupied" shall mean a Unit occupied by one of the following: (1) the vested owner (as shown on the records of the Davis County Recorder), (2) the vested owner and/or his spouse, children or parents, (3) the shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

**Hardship Exception.** The Management Committee of the Oakridge Homeowners Association, in its sole discretion, shall be empowered to allow reasonable leasing of Units upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:

- a) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;
- b) the Owner dies and the Unit is being administered by his/her estate;
- c) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit;
- d) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses.

Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

**Application for Hardship Exception.** Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the written approval of the Owner's application by the Management Committee. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

**Leasing Rules and Regulations.** The Management Committee shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be voidable at the option of the Management Committee.

**Minimum Lease Period.** Unless otherwise approved by the Management Committee, the initial term of a lease shall be a minimum of one year.

**Required Addendum to Lease Documents.** An approved lease must contain a signed acknowledgment that the lessee has been provided a copy of the Declaration of Covenants, Conditions & Restrictions, as well as all Supplements, Amendments and approved summaries of association documents. Such acknowledgment shall include an understanding that the lessee is held responsible to abide by the conditions of such documents and that continued violation may constitute grounds for termination of said lease. The lease shall also contain a signed acknowledgment by the lessor that they are responsible for the enforcement of the CC&R's upon the lessee.

**Grandfather Clause.** Units purchased and placed into rental/lease status prior to this amendment "Grandfathered Units" (noted below) may continue to be leased for so long as the recorded title to said Units remains vested in the name of the current respective Owner(s). Grandfathered Units shall comply with all other requirements set forth in this document pertaining to the lease of a unit.

The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, Limited Liability Company, trust or other legal entity). Such "Qualified Successor Owner(s)" shall include the Grandfathered Owner's spouse, son, daughter, father or mother holding a beneficial interest of at least fifty percent (50%).

Upon the sale, exchange or other conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become an owner occupied residence subject to the restrictions set forth above.

Grandfathered Unit No.	Unit Address:	Owner(s)
1. North 31	1429 On the Green Way	Fabio & Sandhya Mincone
2. North 43	1127 Front Nine Way	Zohairy %Coldwell Banker
3. South 4	1119 Tee Time Drive	Jay G. Barton

5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 3<sup>rd</sup> day of May, 2006.

Fairways Of Oakridge Homeowners Association

By: Ed McLaughlin  
Name: Ed McLaughlin  
Title: President

STATE OF UTAH                    )  
  )ss:  
COUNTY OF DAVIS                )

On the 3<sup>rd</sup> day of May, 2006, personally appeared before me Ed McLaughlin, who by me being duly sworn, did say that he is the President of the Fairways Of Oakridge Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority its Board of Directors, and affirmative vote of over 67% of the homeowners duly acknowledged to me that said Association executed the same.

Mindy Dixon  
NOTARY PUBLIC  
Residing At: 208 E. 800 S. SLC Ut. 84111  
Commission Expires: 11.10.07



**Exhibit "A"**  
**LEGAL DESCRIPTION**  
Fairways Of Oakridge Homeowners Association

The land described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

Lot Number	Address	Percentage of Ownership	Tax ID
N01	1446 Front Nine Way	1.29	82230001
N02	1458 Front Nine Way	1.29	82230002
N03	1096 Front Nine Way	1.29	82230003
N04	1106 Front Nine Way	1.29	82230004
N05	1116 Front Nine Way	1.29	82230005
N06	1126 Front Nine Way	1.29	82230006
N07	1136 Front Nine Way	1.29	82230007
N08	1146 Front Nine Way	1.29	82230008
N09	1156 Front Nine Way	1.29	82230009
N10	1166 Front Nine Way	1.29	82230010
N11	1178 Front Nine Way	1.29	82230011
N12	1477 Fairway Lane	1.29	82230012
N13	1467 Fairway Lane	1.29	82230013
N14	1457 Fairway Lane	1.29	82230014
N15	1449 Fairway Lane	1.29	82230015
N16	1441 Fairway Lane	1.29	82230016
N17	1433 Fairway Lane	1.29	82230017
N18	1423 Fairway Lane	1.29	82230018
N19	1409 Fairway Lane	1.29	82230019
N20	1399 Fairway Lane	1.29	82230020
N21	1149 On the Green Way	1.29	82230021
N22	1139 On the Green Way	1.29	82230022
N23	1129 On the Green Way	1.29	82230023
N24	1117 On the Green Way	1.29	82230024
N25	1107 On the Green Way	1.29	82230025
N26	1387 Links Way	1.29	82230026
N27	1388 Links Way	1.29	82230027
N28	1406 Links Way	1.29	82230028
N29	1416 On the Green Way	1.29	82230029
N30	1424 On the Green Way	1.29	82230030
N31	1429 On the Green Way	1.29	82230031
N32	1118 On the Green Way	1.29	82230032
N33	1128 On the Green Way	1.29	82230033
N34	1138 On The Green Way	1.29	82230034
N35	1144 On the Green Way	1.29	82230035
N36	1422 Fairway Lane	1.29	82230036
N37	1428 Fairway Lane	1.29	82230037

*also*

N38	1436 Fairway Lane	1.29	82230038
N39	1452 Fairway Lane	1.29	82230039
N40	1157 Front Nine Way	1.29	82230040
N41	1147 Front Nine Way	1.29	82230041
N42	1137 Front Nine Way	1.29	82230042
N43	1127 Front Nine Way	1.29	82230043
N44	1115 Front Nine Way	1.29	82230044
N45	1447 Front Nine Way	1.29	82230045
S01	1083 Tee Time Drive	1.29	<del>82430001</del>
S02/3	_____ Tee Time Drive	1.94	82430002
S04	1119 Tee Time Drive	1.29	82430004
S05	1123 Tee Time Drive	1.29	82430005
S06	1133 Tee Time Drive	1.29	82430006
S07	1145 Tee Time Drive	1.29	82430007
S08	1153 Tee Time Drive	1.29	82430008
S09	1163 Tee Time Drive	1.29	82430009
S10	1173 Tee Time Drive	1.29	82430010
S11	1183 Tee Time Drive	1.29	82430011
S12	1193 Tee Time Drive	1.29	82430012
S13	1203 Tee Time Drive	1.29	82430013
S14	1198 Tee Time Drive	1.29	82430014
S15	1188 Tee Time Drive	1.29	82430015
S16	1351 Fairway Lane	1.29	82430016
S17	1363 Fairway Lane	1.29	82430017
S18	1373 Fairway Lane	1.29	82430018
S19	1383 Fairway Lane	1.29	82430019
S20	1384 Fairway Lane	1.29	82430020
S21/22	1376 Fairway Lane	1.94	82430201
S23	1354 Fairway Lane	1.29	82430023
S24	1146 Tee Time Drive	1.29	82430024
S25	1136 Tee Time Drive	1.29	82430025
S26/27	_____ Tee Time Drive	1.94	<del>82430026</del>
S28	1357 Sandtrap Lane	1.29	82430028
S29	1367 Sandtrap Lane	1.29	82430029
S30	1377 Sandtrap Lane	1.29	82430030
S31	1381 Sandtrap Lane	1.29	82430031
S32	1372 Sandtrap Lane	1.29	82430032
S33	1362 Sandtrap Lane	1.29	82430033
S34	1352 Sandtrap Lane	1.29	82430034

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76 Residences

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100%

Lot numbers with "N" prefix refers to lots in Phase I (North)

Lot numbers with "S" prefix refers to lots in Phase II (South)