

E 3303267 B 7614 P 310-318  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/12/2020 12:45 PM  
FEE \$62.00 Pgs: 9  
DEP RTT REC'D FOR FAIRFIELD FARMS  
CONDO ASSN

### CORRECTIVE DECLARATION

The Fairfield Farms Condominium Association ("Association" or "Fairfield Farms") presented in July 2019 to the Association membership for a vote, an Amendment to Declaration (Housing for Older Persons) ("HOPA Amendment"). The HOPA Amendment was voted on and approved by the membership in accordance with the requirements of the Association's governing documents. However, the Amendment that was executed by the Association and recorded at the Recorders Office of Davis County was not the same Amendment voted on and approved by the membership. Therefore, to correct this mistake, the Amendment to Declaration recorded on August 5, 2019, as Entry 3177434, in Book 7318, Pages 999-1006, is replaced in total by the correct HOPA Amendment, a copy of which is attached to this Corrective Declaration. The attached HOPA Amendment is hereby declared to be the correct and proper version of the HOPA Amendment that was voted on, approved and legally adopted by the Association membership and is binding upon members of the Association.

The property subject to this Corrective Declaration is described in Exhibit "A" in the attached HOPA Amendment.

Dated this 12<sup>th</sup> day of October, 2020.

Fairfield Farms Condominium Association,  
a Utah Nonprofit Corporation

By: *J. Gatten*  
Its: President

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS    )

PERSONALLY APPEARED before me Jay Gatten in behalf of Fairfield Farms Condominium Association, a Utah Nonprofit Corporation, this 12<sup>th</sup> day of October, 2020, and he did duly acknowledge to me that he is the president of said corporation and that he is authorized to execute the above and foregoing instrument and that he executed the same.



*Tora Gatten*  
Notary Public

# **FAIRFIELD FARMS**

## **AMENDMENT TO DECLARATION**

(Housing for Older Persons Act)

July 2019

## **FAIRFIELD FARMS**

### **AMENDMENT TO DECLARATION**

(Housing for Older Persons Act)

This Amendment to Declaration ("2019 HOPA Amendment") is made and executed on the date shown below by the Fairfield Farms Unit Owners after having been voted upon and approved by not less than 67% of the voting membership of Fairfield Farms Condominium Association ("Fairfield Farms").

#### **RECITALS**

WHEREAS, Fairfield Farms was created by the Declaration of Covenants, Conditions and Restrictions for Fairfield Farms ("Declaration") dated May 30, 1973, and recorded June 8, 1973, as entry number 381475, in book 517, beginning at page 811, records of Davis County, Utah. There have been various amendments to the Declaration (all of which amendments recorded prior to this 2019 HOPA Amendment are, along with the Declaration, collectively referred to as "prior CC&Rs"); and

WHEREAS, Fairfield Farms Unit Owners desire to amend the prior CC&Rs to comply with the Housing for Older Persons Act ("HOPA") and qualify as a senior living community; and

NOW THEREFORE, the Unit Owners of Fairfield Farms hereby amend all Fairfield Farms prior CC&Rs recorded against the real property located in Davis County, Utah, and more fully described on Exhibit "A" attached hereto. If there is any conflict between this 2019 HOPA Amendment and prior CC&Rs, this 2019 HOPA Amendment shall control.

The Fairfield Farms prior CC&Rs are hereby amended as follows:

#### **AMENDMENT**

##### **HOUSING FOR OLDER PERSONS**

###### **1.1 Compliance With the Housing for Older Persons Act (HOPA)**

1.1.1 **Intent to Comply.** Fairfield Farms is a community primarily for persons 55 years of age or older. At the time this 2019 HOPA Amendment is adopted, at least eighty percent (80%) of the units at Fairfield Farms are occupied by at least one person who is fifty-five (55) years of age or older. This reflects Fairfield Farms intention to comply with the provisions of HOPA, which sets forth the exemptions established by the Fair Housing Act (HOPA § 100.304).

- 1.1.2 **Current Compliance.** Once an over 55 years of age HOPA community meets the requirements in the preceding section, it may adopt additional age restrictions. These restrictions can be more strict than the minimum 80% HOPA requirements. Fairfield Farms has elected to adopt additional age restrictions.
- 1.1.3 **Future Compliance.** Fairfield Farms shall maintain its HOPA status (a) by advertising in a manner designed to attract prospective residents who are fifty-five (55) years of age or older, and (b) by requiring that all contracts, leases, or proposals to sell or rent units at Fairfield Farms clearly state and give notice that Fairfield Farms is a HOPA community designed as an over fifty-five (55) years of age senior community.
- 1.1.4 **Contrary Provisions Void.** As a part of Fairfield Farms intention to comply with HOPA, any Declaration, Community Rules or Bylaws now existing or hereafter adopted in violation or contradiction to the provisions of state and federal law, are void and without effect.

## 1.2 Use of Units

- 1.2.1 **Single Family.** Each Fairfield Farms unit is intended to be used for single family residential purposes and is restricted to such use. As used herein the term "single family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, including but not limited to spouses, children, grandchildren, parents, grandparents and the siblings of each, or (2) a group of not more than three (3) persons not all so related who maintain a common household in a residence on a Lot.
- 1.2.2 **80% / 100% Requirements.** As a HOPA community designed primarily for persons fifty-five (55) years of age or older, to comply with HOPA, Fairfield Farms requires that no less than eighty percent (80%) of the units must be occupied by at least one person who is fifty-five (55) years of age or older. However, in addition to HOPA's minimum requirements, Fairfield Farms requires that one hundred percent (100%) of the units be occupied by at least one person who is fifty-five (55) years of age or older.
- 1.2.3 **Grandfather Clause.** As of the date this 2019 HOPA Amendment is recorded, any current resident under the age of fifty-five (55) shall be considered "grandfathered" and permitted to continue residing in their unit at Fairfield Farms until they move from their unit, their unit is sold, or their lease expires.
- 1.2.4 **Minimum Age 21.** Except as provided in Section 1.2.3 above, no person under the age of twenty-one (21) may be a resident of a unit. A person shall be deemed a resident for purposes of this Section when they reside in a unit for 365 days in any 550 day period (18 months). The board may grant a hardship exception to the restrictions stated in this Section 1.2.4 and permit persons under the age of twenty-one (21) to reside in a unit for an additional reasonable period of time



considering all the circumstances of the unit owner's family, including but not limited to circumstances involving divorce, death, job loss or similar matters that would cause it to be reasonably necessary for an owner over the age of fifty-five (55) to have young family members reside in the owner's home. The board may grant an exception permitting a person under the age of twenty-one (21) to reside within a unit at Fairfield Farms only (a) to owners who have lived in their unit for not less than twenty-four (24) months, and (b) after the board has determined that granting an exception will not defeat the primary purpose of this 2019 HOPA Amendment, which is to provide housing for older persons as set forth in HOPA.

- 1.3 **Board Notification.** To maintain the eighty percent (80%) HOPA standard and the one hundred percent (100%) requirement of this 2019 HOPA Amendment, prior to any unit owner selling or leasing his or her unit, the unit owner(s) shall first notify the board, in writing, of their intent to sell or lease their unit. As long as the selling unit owner(s) convey their unit to a new owner(s), (a) at least one of whom is age fifty-five (55) or older and who resides in the unit, and (b) all residents of the unit are age twenty-one or older, no additional board notification or approval is required for the transaction.
- 1.4 **ADA Accommodation.** Individuals who reside in a unit as a reasonable accommodation to a resident with a disability as defined under the ADA (Americans with Disability Act), shall not be counted toward meeting the eighty percent (80%) HOPA requirement or the one hundred percent (100%) Fairfield Farms requirement, nor be included in determining compliance with the minimum age requirement. This exemption shall ensure that Fairfield Farms does not violate ADA or HOPA requirements by failing to authorize reasonable accommodations for residents who, because of a disability require an attendant, including family members under the age of 18, to reside in their unit in order for the owner to continue to benefit from the use of his or her unit.
- 1.5 **Good Faith Defense**
  - 1.5.1 **No Board Liability.** Fairfield Farms, in relying on HOPA's good faith defense, finds that the board of directors or individuals residing at Fairfield Farms shall not be personally liable for monetary damages where such person(s) acted in good faith in belief that Fairfield Farms qualifies for the "housing primarily for older persons" exemption (HOPA § 100.38).
  - 1.5.2 **Good Faith Defense.** Fairfield Farms has, through authorized representatives, asserted in writing that it qualifies as housing for older persons and thus individuals of Fairfield Farms shall qualify for this good faith belief defense.
- 1.6 **Verification of Occupancy**
  - 1.6.1 **Minimum Requirements.** By virtue of being a fifty-five (55) years of age or older HOPA community, eighty percent (80%) of the Fairfield Farms units must be occupied by at least one person fifty-five (55) years of age or older. However, Fairfield Farms continues to require one hundred percent (100%) of the units to

have at least one resident living in a unit who is fifty-five (55) years of age or older. In the case of rentals or leases, the ages of the occupants residing in units are assessed, not the age of the owners. In the event an owner who is over age fifty-five (55) ceases to live in a unit due to death, disability or incapacity, leaving a spouse or family member(s) who was residing in the unit at the time of the unit owner's death, disability or incapacity, the spouse or family member(s) may continue to reside in the unit even though they are under the age of fifty-five (55).

1.6.2 **Temporary Exception.** If a unit owner vacates his or her unit for a specific but limited period of time not exceeding three (3) years, intending to return and reside in their unit, the unit owner may rent their unit to a person(s) under the age of fifty-five (55) but older than age twenty-one (21 ), but only if the unit owner qualifies to rent their unit under one of the exceptions contained in Article 2.7 of the Amendment to Declaration recorded January 12, 2010, as entry number 2505139 in the Davis County Recorders office (Restrictions on Rentals).

1.6.3 **Bi-Annual Survey.** Fairfield Farms will survey its current list of residents once every two years in October of odd years to ensure that at least eighty (80%) percent of the residents are fifty-five (55) years of age or older. The remaining 20% percent of the occupied units shall all be occupied by persons who are fifty-five (55) years of age or older unless they qualify for an exception contained herein.

1.6.4 **Enforcement/ Legal Fees / Fines.** In order to maintain a fifty-five (55) years of age or older HOPA community, the Fairfield Farms board is authorized and empowered to bring legal action as the result of any violation or non-compliance with any of the provisions contained herein. Any contract, lease, sale or rental agreement entered into in violation of this 2019 HOPA Amendment may also result in legal actions. Fairfield Farms is authorized to institute an unlawful detainer proceeding against any resident (a) who resides in a unit at Fairfield Farms in violation of this 2019 HOPA Amendment, (b) who leases or purchases a unit in violation of this 2019 HOPA Amendment, ( c) and to void any sales contract, and to collect from the offending party any and all costs and fees, including reasonable attorney fees, from the party who seeks to sell or lease a unit, who seeks to purchase or lease a unit, or who resides in a unit at Fairfield Farms in violation of any of the provisions of this 2019 HOPA Amendment, or in violation of any of the provisions of HOPA. Additionally, Fairfield Farms may assess a fine of \$100.00 per day against any unit owner, tenant or resident who violates any of the provisions of this 2019 HOPA Amendment.

## 1.7 Severability

1.7.1 **Validity.** If any of the provisions of this 2019 HOPA Amendment, or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this 2019 HOPA Amendment and the application of any such.

provision, paragraph, sentence, phrase or word in any other circumstances shall not be affected thereby.

1.7.2 **Effective Date.** This Declaration shall take effect upon recording.

**CERTIFICATION**

It is hereby certified that Fairfield Farms unit owners holding not less than sixty-seven percent (67%) of the undivided ownership interest in the common areas and facilities have approved this 2019 HOPA Amendment.

IN WITNESS WHEREOF, this 12<sup>th</sup> ~~day of July, 2019.~~ <sup>October 2020</sup>

By *[Signature]*  
Its: President

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

On this 12<sup>th</sup> day of ~~July, 2019,~~ <sup>October 2020</sup> personally appeared before me *[Signature]* who, being by me duly sworn, did say that (s)he is President of the Fairfield Farms Board of Directors and that the within and foregoing instrument was signed in behalf of said Board of Directors and (s)he duly acknowledged to me (s)he executed the same.



*[Signature]*  
Notary Public

## Exhibit A

### Legal Description of Units

*3rd Revision PUD*

Units 10 through 24, Phase One, Fairfield Farms PUD, Davis County, Utah

(11-129-0010 through 11-129-0019, 11-129-0031, and 11-129-0021 through 11-129-0024)

Units 201 through 206, Phase Two, Fairfield Farms PUD, Davis County, Utah

(11-310-201 through 11-310-206)

*See attached legal descriptions for Tax ID # 11-129-0031*



**Parcel Vesting Information****12/15/1998 to Present****Serial Number: 11-129-0031**Mailing Address: 150 EAST 600 NORTH #20  
KAYSVILLE, UT 84037**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
1107588	03/31/1994 03:04	WARRANTY DEED	Grantee ELDREDGE, ANDREW H ELDREDGE, M JOYCE	03/30/1994	\$12.00
1037454	05/26/1993 12:15	WARRANTY DEED	Grantee ELDREDGE, JOYCE ELDREDGE, ANDREW	05/25/1993	\$12.00

**Legal Description**

ALL OF LOT 20, FAIRFIELD FARM PHASE 1, 3RD REVISION, A PUD. ALSO: BEG AT THE SE COR OF LOT 20, FAIRFIELD FARM PHASE 1, 3RD REVISION, A PUD, LOC IN SEC 27 & 34-T4N-R1W, SLM; & RUN TH N 25° W 20.00 FT; TH N 65° E 7.50 FT; TH N 25° W 2.00 FT; TH N 65° E 6.5 FT; TH S 25° E 22.00 FT; TH S 65° W 14.00 FT TO THE POB.