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WHEN RECORDED RETURN TO:
Fairway Estates HOA
691 E Vine St, Unit F
Murray, Utah 84107-5092
801-268-0443

10704681
05/18/2009 10:29 AM \$30.00
Book - 9723 Pg - 9734-9736
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FAIRWAY ESTATES HOA
691 E VINE ST UNIT #F
MURRAY UT 84107-5092
BY: KLD, DEPUTY - WI 3 P.

Amended Declaration

FAIRWAY ESTATES CONDOMINIUM

The 4 amendments on the following 2 pages are to clarify or add on to the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Fairway Estates.

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

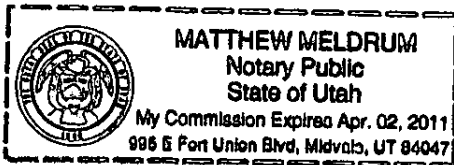
IN WITNESS WHEREOF, the undersigned has hereunto set its hand this ____ day of May, 2008.

DECLARANT
FAIRWAY ESTATES

By: *Lorraine Blamires*
Name: Lorraine Blamires
Title: Treasurer, Fairway Estates HOA

The foregoing instrument was acknowledge before me this 18 of May, 2008 by Lorraine Blamires, the Treasurer of FAIRWAY ESTATES HOA, a Utah corporation, and said Lorraine Blamires duly acknowledged to me that said FAIRWAY ESTATES HOA executed the same.

Matthew Meldrum
NOTARY PUBLIC
Residing at: *995 E. Fort Union, Midvale, UT*
My Commission Expires: *04/02/2011*



Parcels of land: 22-08-352-001-0000 thru 22-08-352-017-0000

BK 5147 PG 1403

AMENDMENT 1 (VOTED 5/6/03)

3B. General Description of Buildings.

The residential buildings constituting a part of the condominium project are five in number and includes a total of sixteen residential units. There are also fifteen covered garage unit. To include "and eight carports".

AMENDMENT 2 (VOTED 5/6/03)

It has come to the attention of the Management Committee that changes have been made to the outside of the condominium buildings. No proof of written consent has been found for changes made prior to May 1, 2002. Therefore we, the Management Committee of the Fairway Estates Condominiums are taking steps to correct this oversight. We, therefore, grant permission for changes made prior to this date. This includes awnings, patios, screen doors, windows, gates, ornaments on fences, hot tubs, chimneys and storage sheds as long as they do not infringe upon space described in the CC&R's as common areas.

Before any changes are made, a plan must be submitted in writing after which the Management Committee will vote on the suggested plan. Permission "after the fact" will be denied. Strict enforcement protects the home owners from legal action regarding enforcement issues.

Fairway Estates Condominium Board

Tom Christensen, President

Lorraine Blamires, Vice President

Wendy Azad, Treasurer

AMENDMENT #3 (Passed January 2006)

Creation of a Reserve Account for Fairway Estates Condominium

Pursuant to Section #17 Paragraph 2, of the Declaration of Covenants, Conditions, Restrictions, and By-laws for the Fairway Estates Condominiums, the management committee has proposed the creation of a Reserve Account for the purpose of funding major repairs and replacements on the condominium complex.

The account will be funded by a 10% amount of the total monthly home-owner's fees and be deposited each month into a separate account beginning January 1, 2006. A special account will be established for this "Reserve Account" and expenditures shall be for major repairs and/or replacement costs only that would otherwise require special assessments to the homeowners. Rules governing withdrawals shall be: 1) A request for withdrawal shall be made in writing, 2) with an itemized list of expenditures, 3) accompanied by a minimum of three (3) bids from reliable contractors for the repairs and/or the replacements. This information shall be provided from the management committee to all owners. A special meeting must be notice and held within a thirty- (30) day period. Approval must be by a seventy-five (75%) majority written vote at a special HOA meeting prior to any withdrawal of funds.

AMENDMENT #4 (Revision passes January 2006)

7. Ownership and use:

A. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common area and facilities in the percentage expressed in Appendix B hereof.

To be replaced by

A. Ownership of a unit. The management committee has no provisions by Declaration of the Utah Condominium Ownership Act for the management responsibility or control of tenants or renters, therefore, the condominium complex shall be an owner occupied residential community, and each unit shall be occupied exclusively by the owner. A provision for special hardship cases for short-term non-owner occupancy may be granted by the management committee upon written request and approval for a term not to exceed six (6) months.